



**REGION OF WATERLOO TRANSPORTATION DIVISION
MAINTENANCE AGREEMENT WITH LOCAL MUNICIPALITIES**

This Agreement made this _____ day of _____, 2021

BETWEEN:

***The Regional Municipality of Waterloo
(the “Region”)***

- and -

***The City of Kitchener
(the “Local Municipality”)***

WHEREAS the Region has jurisdiction over Regional roadways that are located within the boundaries of the Local Municipality:

AND WHEREAS the parties have agreed, subject to the terms and conditions herein, that the Local Municipality shall provide certain road maintenance services on selected sections of the said roadways;

NOW THEREFORE IN CONSIDERATION OF the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree to carry out the terms and conditions of this Agreement as follows:

TERMS AND CONDITIONS

1.0 Scope of the Maintenance Agreement

- a) The Local Municipality shall provide routine and winter maintenance services on selected Regional roads within the Regional Municipality of Waterloo. These services, with some exceptions, as shown in the Schedules A, B, C, and D attached hereto, are to be provided based on the terms of this Agreement. Work not included in this Agreement will generally be paid for on a Work Order basis issued by the Region and in a form satisfactory to the Region, after negotiation between the parties. The scope of this Agreement may be modified by the Region in writing, subject to agreement by both parties to payment adjustments. The scope of this Agreement may also be modified by mutual agreement of both parties.
- b) This Agreement is for the work to be performed by the Local Municipality as identified in Schedule “A” (the “Work”) and includes items such as:
 - i. Hot / Cold Patching;

- ii. Shoulder Maintenance;
- iii. Storm Sewer Maintenance and any related Curb and Gutter work required;
- iv. Emergency Response;
- v. Machine Street Sweeping;
- vi. Debris Pick Up;
- vii. Spring Roadside Winter Damage Repair;
- viii. Routine Road Patrol;
- ix. Snow and Ice Control;
- x. Snow Loading / Hauling;
- xi. LRT Snow Loading and Hauling;
- xii. Snow Fence Remove / Installation;
- xiii. Winter Representative Patrol;
- xiv. Snow Disposal Facility Operation; and,
- xv. Maintenance Outside Agreement Approved by Region, provided that payment for such work shall be at an added cost to the Region, to be negotiated and agreed between the parties.

c) For greater clarity, this Maintenance Agreement does not include the following work:

- i. Sign installation and maintenance;
- ii. Traffic control signal maintenance;
- iii. Centre and edge line painting;
- iv. Special markings and crosswalks (zone painting);
- v. Bridge structure maintenance (except for roadway and pedestrian surfaces);
- vi. Catch basin cleaning and ditching;
- vii. Crack Sealing;
- viii. Preventative tree maintenance and planting;
- ix. Street lighting;
- x. Utility cut repair for which the Local Municipality charges back to the utility;
- xi. Vegetation management (for example gardens, grass cutting, island trimming, etc.);
- xii. Safety devices (guide rail, end treatments);
- xiii. Retaining walls, noise walls, and fences;
- xiv. Graffiti removal;
- xv. Concrete work related to curb, gutter, or boulevard with the exception of when related Storm Sewer work is completed; and,

d) Electronic Control System for Salt/Sand Spreader for Winter Maintenance.

- i. To ensure the efficient use of salt and sand used on the Regional road system and to aid in the overall reduction of salt use as per the Region's Winter Maintenance Policy all vehicles used to perform winter snow and ice control work under this Agreement shall be equipped with ground speed automatic spreader controls capable of reporting tonnes of material used and spread rates. Controllers must have downloadable on board memory that stores winter trip events and must also be compatible with the Region's Automatic Vehicle Location (AVL) or approved equivalent system for the purpose of vehicle and data tracking.

e) Ontario Traffic Manual (OTM) Book 7 and all Applicable Laws, Legislation, and Regulations.

- i. The Local Municipality shall follow all applicable laws, legislation and regulations while providing all Work outlined in this agreement. Without in any way limiting the foregoing, to ensure uniformity and safety, the Local Municipality will be in compliance with the traffic protection requirements as outlined in the *Ontario Traffic Manual Book 7* when performing Work on Regional roads under this Agreement.

2.0 Term of Agreement

The term of this Agreement shall be effective commencing on the 1st day of January, 2022 and shall remain in effect until the 31st day of December, 2026. Both parties agree to meet and review the terms and conditions yearly, and amend the Agreement in writing, if necessary.

3.0 Notice

Notice by either party shall be served by electronic transmission, registered mail, or courier, postage or delivery charges prepaid, addressed, in the case of a Local Municipality, to (as applicable):

The City of Cambridge
50 Dickson Street
Cambridge ON N1R 8S1
Attention: Director of Operations
hausserm@cambridge.ca

The City of Kitchener
P.O. Box 1118
200 King Street West
Kitchener ON N2G 4G7
Attention: Director, Operations Roads & Traffic
roslyn.lusk@kitchener.ca

The City of Waterloo
265 Lexington Court
Waterloo ON N2J 4A8
Attention: Director of Transportation
christine.koehler@waterloo.ca

And in the case of the Region, to

The Regional Municipality of Waterloo
150 Frederick Street
Kitchener, ON N2G 4J3
Attention: Director, Transportation
svandekeere@regionofwaterloo.ca

And all such notices shall, if delivered by email with confirmation of delivery, be deemed to have been received the same day if delivered before 4:30 p.m. on a business day of, if not, then the next business day, or if delivered by mail, be deemed to have been received by the addressee on the third business day following mailing, or if delivered by courier, on the day of delivery unless delivered on a weekend or holiday, in which case it shall be deemed to have been received on the next business day. Either party may change their address for service on written notice to the other party.

4.0 Description of the Work Area

The work area that the Local Municipality shall be responsible for maintaining as described in Schedule “B”, Description of Work attached hereto (the “Work Area”). Each roadways limits, its centerline distance, lane mileage and cycle lane mileage is shown.

For the purpose of this Agreement, every road under the jurisdiction of the Region of Waterloo has been classified according to the Ontario Regulation 239/02 or any supplemental or successor regulation. For greater clarity, the average annual daily traffic counts will be measured by the Regional Traffic Engineering department and used in conjunction with posted speed limits to quantify associated road class. It shall be the responsibility of the Region to ensure that the Local Municipality has accurate information regarding the road classification for the Regional Roads. Road class information for each Regional Road segment will be provided to the Local Municipality electronically through a shared GIS platform.

For greater certainty, a maintenance lane calculation represents a length of a roadway section that is to be maintained. A Maintenance Lane Length is calculated by the following formula:

$$\text{Number of maintenance lanes} \times \text{Length of road section} = \text{Maintenance lane length}$$

A lane of any width is determined to be a maintenance lane if it meets the following criteria for the entire length of a section of road (block to block)

- A continuous marked traveled lane
- Back to back marked left/right turn lane
- Marked left or right turn lane
- Marked gore areas equivalent to at least a standard lane width

A bike lane calculation represents a length of bike facility (bike lane or paved shoulder) that is to be maintained. A bike lane length is calculated by the following formula

$$\text{Length of bike lane} \times \left(\frac{\text{Width of bike lane} \times 2}{3.65} \right) = \text{Bike lane length}$$

All parties hereto agree that there are maintenance cost differences between types of bike lanes. The Region is currently undertaking a review of its bike lane infrastructure. Changes to bike lane criteria and differences in maintenance costs will be addressed for 2023 and amended as part of the terms of this Agreement and in accordance with Section 8.0 hereof.

5.0 Roles and Responsibilities

5.1 Duties of the Region

- a) The Region shall appoint an “Agreement Administrator” to provide all or any of the administrative services of the Agreement.
- b) The Agreement Administrator shall represent the Region during the life of this Agreement in its day-to-day administration. All instructions to the Local Municipality will be issued by the Agreement Administrator and all claims, disputes and other matters in question relating to the performance and quality of the Work or the interpretation of the Agreement

Documents shall be initially referred to the Agreement Administrator who shall respond in a timely manner.

- c) The Agreement Administrator may review the Work performed by the Local Municipality from time to time and meet with Local Municipality staff to resolve any issues that may arise with respect to conformity with the Agreement. Such review will not be unreasonable and it is anticipated to include only those items that arise from observations or complaints received by either party for activities that are not in conformance with Schedule "A" for activities such as plowing/salting streets, sweeping roadways and bicycle paths, pothole patching, etc. It shall not include testing the quality of products used e.g. patching materials.

The Region reserves the right to stop any Work being performed by the Local Municipality if, in the reasonable opinion of the Region, the Local Municipality's activity creates a safety concern to the traveling public. The Local Municipality shall not continue with such Work until the Local Municipality provides the Region with an appropriate Traffic Protection Plan and receives written approval for such plan.

The Agreement Administrator will schedule an Annual Inspection with a representative of the Local Municipality. The inspection shall take place in early spring of each year in order to develop maintenance needs and spot asphalt repair areas.

In no way will the role of the Agreement Administrator absolve or release the Local Municipality of its duties and obligations under this Agreement.

- d) The Region shall provide the Local Municipality the most current road class of the Regional road network on a monthly basis throughout the Agreement.

5.2 Duties of the Local Municipality

- a) The Local Municipality shall monitor weather, patrol and maintain the Work Area to a standard as set out in the Municipal Act - Ontario Regulation 239/02 or successor Regulation as well as all other applicable laws and in accordance with the Regional Quality Standards are located in Schedule "A".
- b) The Local Municipality shall designate a main contact person for this agreement. The contact person shall represent the Local Municipality in dealings with the Agreement Administrator including attending the Annual Inspection
- c) The Local Municipality shall follow Schedule "A" for a detailed description of Maintenance Activities.
- d) As part of its patrolling responsibilities, the Local Municipality shall record and inform the Agreement Administrator of maintenance repair requirements/deficiencies found requiring action that fall outside the scope of the Work so the Region can take action to repair.
- e) The Local Municipality shall carry out its duties under this Agreement, in accordance with all applicable technical standards and specifications (e.g. OPSS, CSA etc), all Governmental Laws and Regulations including but not limited to the *Occupational Health and Safety Act* ("OHSA") and all environmental laws.
- f) The Local Municipality will develop a Salt Management Plan that meets the content of Environment Canada's Code of Practice including adoption of best management practices

to minimize the impact on drinking water sources from application of winter maintenance chemicals on roads, sidewalks, bike lanes and trails.

Where a Chloride and/or Sodium issue has been identified, the Local Municipality shall review and, if necessary, revise their Salt Management Plan for the application of salt on roads and bike lanes in all Wellhead Protection Areas. The Salt Management Plan shall include, as a minimum, measures to ensure application rate, timing, and location reduce the potential for salt-related surface water run-off and groundwater infiltration and meet the objectives of Environment Canada's Code of Practice for Environmental Management of Road Salts including salt vulnerable area requirements under the Clean Water Act.

- g) The Local Municipality shall have complete control of the Work required under this Agreement and shall effectively direct and supervise the Work so as to ensure conformity with the Agreement. The Local Municipality shall be responsible for maintenance and construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work.
- h) The Local Municipality shall obtain the necessary permits from the Region as required based on the Region's Work Permit By-Law #07-029, or any successor By-Law, and complete all work in accordance with the By-Law and permits.
- i) By agreeing to perform the Work under this Agreement the Local Municipality acknowledges that they will be responsible for meeting all of the "employer" obligations under the OHSA, and any other applicable laws, and shall ensure that all Work is carried out in accordance with the OHSA and its regulations. This includes, but is not limited to, the duties to provide a safe workplace; prepare and provide Traffic Protection Plans for each activity performed by their employees; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the health and safety of workers.

5.3 Dispute Resolution

If a dispute arises out of, or in connection with this Contract, and the parties do not resolve some or all of the dispute through discussions then:

- a) Written notice, containing a request to negotiate, shall be given by either party to the other(s). This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.
- b) Negotiations shall occur first between representatives of the Local Municipality (applicable Supervisor, Operations - Roads and Traffic) and the Agreement Administrator (the "Site Negotiations"). If the Site Negotiations do not resolve some or all of the issues in the dispute within 5 business days after notice has been given, then the parties shall attempt to resolve the issues in dispute through a second level of negotiations, between the Manager, Maintenance Operations of the Local Municipality and the Region's Manager of Transportation (the "Operations Negotiations"). If the Operations Negotiations do not resolve some or all of the issues in the dispute within 5 business days, then the parties shall attempt to resolve the issues in dispute through a third level of negotiations, between the Director, Operations – Roads and Traffic of the Local Municipality and the Region's Director of Transportation (the "Director Negotiations"). If the Director Negotiations do not resolve some or all of the issues in the dispute within 5 business days, then the parties

shall attempt to resolve the issues in dispute through a fourth level of negotiations, between the General Manager, Infrastructure Services of the Local Municipality and the Region's Commissioner, Transportation and Environmental Services (the "Commissioner Negotiations"). All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

- c) If a disputed issue is not resolved satisfactorily through the four negotiation levels, the issue may be resolved through binding arbitration pursuant to the Arbitration Act, 1991 ("the Arbitration Process"). Each party shall be responsible for its own cost related to the use of the Arbitration Process. The costs of the arbitrator, meeting facilities and so on will be shared equally by the Local Municipality and the Region.
- d) It is agreed that the Local Municipality shall in every case where there is a dispute, continue to perform the works until resolution, with all due diligence and expedition whether or not notice, oral or written, of the dispute has been served or received.

6.0 Payment

All payments shall be on the basis of invoices submitted by the Local Municipality. The Local Municipality shall invoice the Region by the last business day of each month for all of the Work done in the previous month in accordance with the terms set out in this Section 6.0. The invoice shall include a breakdown of costs as set out in Schedule "D" Monthly Budget Reporting

Periodic audits on individual activities will be performed by the Region in cooperation with the Local Municipality.

Payments shall be based on either time and material or lump sum cost, as outlined below. No additional payments shall be made for excessive material, equipment or staffing costs unless noted otherwise.

6.1 Payment for Winter Maintenance

All materials, labour, equipment, and overhead administration for winter maintenance activities as identified in Schedule D will be undertaken by the Local Municipality from November 1st to March 31st. Payment for winter maintenance shall be based on the following agreed upon amount:

Kitchener -	\$2,649,320.00 (annual base)/\$529,864.00 (monthly base)/\$5,759.00 (per lane km)
Waterloo -	\$1,201,610.00 (annual base)/\$240,322.00 (monthly base)/\$4,768.00 (per lane km)
Cambridge -	\$1,817,742.00 (annual base)/\$363,548.00 (monthly base)/\$6,562.00 (per lane km)

The annual base for each winter maintenance activity in section 6.1 shall be provided annually by the Local Municipality, by completing a spreadsheet in the form as attached as Schedule D.

The Region acknowledges that the variability of winter can have an impact on winter costs and that there are certain fixed costs attached to providing winter maintenance services, and as such:

- a) The Region agrees to pay 65% of the Monthly Base Amount incurred by Local Municipalities on a monthly basis, regardless if the actual monthly cost is below 65% of the Monthly Base Amount.
- b) The Local Municipality will invoice the actual monthly cost to the Region, and the Region agrees to pay the full amount of the invoice if the invoice is greater than 65% of the Monthly Base Amount.
- c) The Local Municipality will invoice the actual cost to the Region, and the Region agrees to pay the full amount of the invoice for winter services outside the Winter Maintenance period noted above.

6.2 Payment for Lump Sum Routine Maintenance

All materials, labour, equipment, and overhead administration for year-round lump sum routine maintenance activities as identified in Schedule D will be undertaken by the Local Municipality. Supervision costs to fulfill all routine and winter activities as defined in Schedule D shall be included in the year-round lump sum. Payment for year-round lump sum routine maintenance shall be based on the following agreed upon amount:

Kitchener -	\$806,780.00 (annual lump sum amount)	\$1,754.00 (per lane km)
Waterloo -	\$385,200.00 (annual lump sum amount)	\$1,529.00 (per lane km)
Cambridge -	\$526,491.00 (annual lump sum amount)	\$1,901.00 (per lane km)

The annual lump sum cost for activities in section 6.2 shall be provided annually by the Local Municipality, by completing a spreadsheet in the form as attached as Schedule D.

6.3 Payment for Time and Material Routine Maintenance

All materials, labour, equipment, and overhead administration for routine time and material maintenance activities as identified in Schedule D will be undertaken on a year-round basis.

The Local Municipality will invoice the actual cost to the Region, and the Region agrees to pay the full amount of the invoice for routine time and material maintenance.

The Local Municipality will provide an estimated budget for each time and material item based on historical values as part of this agreement. Local Municipalities agree to follow the yearly budget as close as possible and make the Region aware of situations where the yearly budget may be surpassed and reasons why. The estimated budgets will be altered yearly based on the Annual CPI Adjustment factor and/or conditions.

Kitchener -	\$697,640.00 (annual time and material estimate)	\$1,517.00 (per lane km)
Waterloo -	\$438,700.00 (annual time and material estimate)	\$1,741.00 (per lane km)
Cambridge -	\$170,291.00 (annual time and material estimate)	\$615.00 (per lane km)

The annual estimated cost for each Routine Maintenance activity in section 6.3 shall be provided annually by the Local Municipality, by completing a spreadsheet in the form as attached as Schedule D.

6.4 Payment for Work Orders

Work not included in Schedule “A” will be paid on a work order basis after negotiation between the parties and upon written approval of the Agreement Administrator.

The Local Municipality shall include the cost of work performed under an Approved Work Order in the next monthly invoice after the completion of the work. Payment for the work shall be according to the terms of the Work Order. From time to time work performed under a Work Order may not be on the basis of a price negotiated in advance of the work but may be on the basis of Time and Material, which shall be identified in the applicable Work Order. Payment then would be full compensation for all labour, equipment and material to do the work on a Time and Material Basis, such costs to be based on the following:

- a) Current Labour Cost (Salaries and Wages).
- b) Employee Fringe Benefit Cost – Percentage of labour costs as annually agreed to by the Region and the Local Municipality.
- c) Equipment Cost – The cost of equipment based on the Local Municipality’s current hourly rate for vehicles and equipment.
- d) Materials Cost – The actual cost of construction and maintenance materials utilized by the Local Municipality in performing the services.
- e) Other Equipment or Service Cost – The actual cost to the Local Municipality in employing equipment or services not directly owned by the Local Municipality.
- f) Overhead Cost – A seven percent (7%) fee calculated on the total actual maintenance costs.
- g) Such other costs as may be mutually agreed to by the Region and the Local Municipality in writing.

6.5 Annual Adjustment to the Winter and Routine Price per lane Kilometer

Each year the Local Municipality will submit their requested inflationary cost increase, to the Region no later than September 15th. Any dispute over the new annual base amount shall be address in accordance with the Dispute Resolution Process of this Agreement. The inflation cost increase will be applied to invoices related to this agreement for the following calendar year. A 12-month average inflation index ending from June 30th shall be used to determine the average increase. The Canadian Consumer Price Index for all items in the Ontario market shall be used.

6.6 Lane Kilometers Additions or Deletions

If the number of lane kilometers in the work Area increases (or decreases) during the life of this Agreement, it will require additional (or less) maintenance effort. To compensate the Local Municipality for such changes, the Region will annually review the road mileages in the agreement and will credit (or debit) the Local Municipality on an annual basis.

Road mileages shall be adjusted on January 1 of each year based on additional or reduced road mileages from the previous year. Increase shall be calculated using the agreed upon format in Section 4.0 above on a per lane kilometer basis.

6.7 Reconstruction During the Life of the Agreement

It is probable that some sections of Regional Roads within a Local Municipality will be resurfaced or reconstructed during the life of the Agreement, thereby reducing the maintenance effort required. It is also expected that normal deterioration of the Regional Roads in the Local Municipality will require additional maintenance effort as the roadway ages. The Local Municipality is advised that no credits or debits to the annual payment will be made due to reconstruction of roadways or deterioration of roadways. The average Surface Condition Index (SCI) and traffic volumes (AADT) will be included along with the lists of roads as described in Schedule B and C,

7.0 Indemnification / Insurance

7.1 Indemnification

- a) The Local Municipality, both during and after the term of the Agreement, shall defend, release, indemnify and hold harmless the Region, its elected officials, officers, employees, volunteers, agents, Local Municipalities and their respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal, administrative or quasi-criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis) which the indemnified persons or person may suffer or incur, howsoever caused, arising out of or in connection with, in any way related to, or as a result of acts or omissions, whether negligent or otherwise, of the Local Municipality, its officers, employees, agents and permitted successors and assigns in regard to the maintenance services required by or carried out under subparagraph 1.0 (a) of this Agreement.
- b) The Region, both during and after the term of the Agreement, shall defend, release, indemnify and hold harmless the Local Municipality, its elected officials, officers, employees, volunteers, agents, Local Municipalities and their respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal, administrative or quasi-criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis) which the indemnified persons or person may suffer or incur, howsoever caused, arising out of or in connection with, in any way related to, or as a result of acts or omissions, whether negligent or otherwise, of the Region, its officers, employees, Local Municipalities, agents and permitted successors and assigns in regard to: (a) the design and construction of a road

under the authority and jurisdiction of the Region; and (b) maintenance or other works listed in subparagraph 1.0(b) of this Agreement.

7.2 Comprehensive General Liability Insurance

Each party shall purchase and maintain third party liability insurance acceptable to the other throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount not less than \$10,000,000 per occurrence and such insurance shall name the other as an additional insured thereunder. Such insurance shall be extended to include the following additional endorsements: Products and Completed Operations; Owners and Local Municipalities (Service Providers) Protective Liability; Contingent Employers Liability (if applicable); Personal Injury; Contractual Liability; Non-Owned Automobile Liability and Cross Liability with a Severability of Interest Clause.

Each party's insurance shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the other. Any deductibles or self-insured retention must be declared to and approved by the other and any such deductible or self-insured retention shall be the sole responsibility of the respective party in the event of a claim.

The Local Municipality's insurance coverage shall be the primary insurance to the insurance carried by the Region in regard to claims relating to subparagraph 7.4(a) of this Agreement. Any insurance or self-insurance maintained by the Region shall be excess of the Local Municipality's insurance and shall not contribute with it.

The Region's insurance coverage shall be the primary insurance to the insurance carried by the Local Municipality in regard to claims relating to subparagraph 7.4(b) of this Agreement. Any insurance or self-insurance maintained by the Local Municipality shall be excess of the Region's insurance and shall not contribute with it.

Each party shall be responsible for their own insurance deductible.

Each party shall forward to the other a "Certificate of Insurance" from their insurer completed in accordance with these stated provisions.

7.3 Automobile Liability Insurance:

Each party shall purchase and maintain automobile liability insurance in a form acceptable to the other, to a limit of \$10,000,000 inclusive for bodily injury, death and damage to property. Coverage is required for all automobiles owned, leased, hired, or borrowed by the party, for the direct or indirect use of the party in the performance of its duties under this Agreement.

Each party shall forward to the other a "Certificate of Insurance" from their insurer completed in accordance with these stated provisions.

7.4 Claims

In the event of a claim, notice of claim or the potential of a claim, by a third party for bodily injury or property damage, the following procedures shall apply:

- a) For claims relating solely to the maintenance services required by or carried out by the Local Municipality under paragraph 1.0 (a) of this Agreement, the Local Municipality shall immediately at its expense adjust, defend or settle the claim. If at the resolution of a claim, the Local Municipality has been found not liable by the Courts, the Region shall reimburse

the Local Municipality, forthwith, for any reasonable expenses incurred for the investigation and defense of that claim (and subject to Section 7.1). For any such claim that is discontinued for any reason prior to the determination of liability by the Courts, the reasonable expenses incurred for the investigation and defense of that claim shall be divided equally between the Local Municipality and the Region. The Local Municipality shall take all reasonable steps to obtain and collect its costs from any proceeding under this subparagraph and any reimbursement by the Region under this subparagraph shall be for the net amount for the Local Municipality's investigation and defense.

- b) For claims related solely to: (a) the design and construction of a road under the authority and jurisdiction of the Region; (b) maintenance or other works listed in paragraph 1.0(b) of this Agreement or requirements under the Municipal Act, 2001, S.O. 2001, c. 25 – Ontario Regulation 239/02 or as amended; and, (c) Regional road classification as defined under O. Reg 239/02: MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS under the Municipal Act, 2001, S.O. 2001, c. 25 or as amended, the Region shall immediately at its expense adjust, defend or settle the claim.
- c) For claims that invoke both paragraphs 7.4.(a) and 7.4.(b) of this Agreement, the Region and the Local Municipality shall immediately reach an agreement, subject to the approval of their respective liability insurers and/or Waterloo Region Municipalities Insurance Pool, on which party will assume responsibility for adjusting, defending, or settling of such claims with the specific intent of avoiding duplicate adjusting and defense costs. The Region and the Local Municipality shall have the same rights of indemnity with respect to the costs incurred in the adjusting, defending, or settlement of such claims as to the portion of liability assessed by the Courts at the completion of the proceeding. Any dispute over the adjustment, defense or settlement of such a claim shall be resolved in accordance with the administrative practices as established from time to time by the Waterloo Region Municipalities Insurance Pool and/or the municipal insurers.
- d) Any dispute, when either the Region or the Local Municipality is not a member of the Waterloo Region Municipalities Insurance Pool, over the amount of the claim in which either the Region or the Local Municipality is entitled to as full or partial indemnification from the other as provided in the items above shall be submitted to Arbitration by written notice given by either party to the other. Upon notice being given the parties will immediately agree upon a single arbitrator to decide the dispute and failing agreement of a single arbitrator each party shall at once appoint an arbitrator and those two arbitrators shall jointly appoint a third arbitrator. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties who agree with each other that their dispute shall be decided by arbitration alone and not by recourse at law. The arbitrator or arbitrators shall have all the powers given by the Arbitration Act, 1991 and any arbitration will be conducted according to the Arbitration Act, 1991.

8.0 Amendment Clause

The Local Municipality and/or the Region may, in writing, request changes to this Agreement at any time throughout the term of the Agreement. Both parties agree that new or changes to existing legislation, changes to infrastructure as well as unexpected cost changes may be cause for amendments to the agreement. Any requested changes will be reviewed and negotiated by both parties. If unable to reach an agreement to the requested change(s), both parties will follow the Dispute Resolution Process as outlined in this Agreement. Any such changes will not be effective until a written amendment reflecting the changes has been executed by both parties.

9.0 Asset Management Technology

As part of the Maintenance Agreement with the Local Municipality, the parties to this Agreement recognize the Asset Management data related to all maintenance activities performed by the Local Municipality under this Agreement is important to the Region as part of its Asset Management Program.

As such, and in accordance with Ontario Regulation 588/17, or any successor By-Law, and all requirements therein, the parties agree to:

- a) participate in a Working Group, comprised of staff from each party to this Agreement and the Local Municipalities, to develop an individual City Project Plan that will define the scope and timelines for implementing the collection and data transfer of the maintenance data performed by the Local Municipality to the Region. All parties agree to work towards having the project plan defined by **June 1, 2022**; and;
- b) to undertake the work required to achieve the actions and goals defined in the Project Plans by **January 1, 2024**.

The Region recognizes there may be additional costs for all parties associated with developing specialized programming, etc. in order to capture the data transfer from the Local Municipality. The City Project Plans developed by the Working Group will also include an agreed-upon cost-sharing strategy that would, if necessary, form the basis of any future amendments to the costs set forth in this Agreement.

10.0 Interpretation

10.1 References

Any reference to an Act, regulation, by-law, manual or other such document in this Maintenance Agreement shall include any amendments and successor documents thereto.

10.2 Severability of Terms

All of the terms of this Agreement are severable from each other and will survive the invalidity of any other term of this Agreement.

10.3 Definitions

- a) **Agreement Administrator** shall mean an employee of the Region appointed as such pursuant to paragraph 5.1(a);
- b) **Asset Management data** shall mean financial information defined to an Asset ID or category by labour, equipment, material, and contracted services.
- c) **Local Municipalities** means The Corporation of the City of Cambridge and The Corporation of the City of Waterloo;
- d) **Regional Quality Standards** shall mean those standards as identified in Schedule "A"
- e) **Traffic Protection Plans** has the meaning ascribed to it in Ontario Traffic Manual Book 7;

- f) **Regional Roads** shall mean the Regional roads as identified in Schedule “B”;
- g) **Work** has the meaning ascribed to it in Section 1.0;
- h) **Governmental Laws and Regulations** shall mean all laws, statutes, rules, regulations, orders, judgments, or orders having the effect of law of any federal, provincial, county, city or other political subdivision.

10.4 Entire Agreement

This Agreement, together with the Schedules which form part of this Agreement, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. In the case of any inconsistency or conflict between the specific provisions in the body of this Agreement, the Schedules attached hereto, and any Work Order, the following order of priority shall control: (1) any properly executed amendment of the Agreement (2) the main body of this Agreement; (3) the Schedules attached hereto; and (4) the applicable Work Order

10.5 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and federal laws applicable thereto.

10.6 Counterparts and Execution

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. Facsimile signatures and other electronic signatures shall also constitute originals.

IN WITNESS WHEREOF or by proper signing authority the parties hereto have executed this Agreement.

THE REGIONAL MUNICIPALITY OF WATERLOO

Date Signed

Thomas Schmidt, Commissioner of Transportation and Environmental Services

I have authority to bind the Corporation pursuant to By Law XXXX

THE CORPORATION OF THE CITY OF

Date Signed

Name and Title

Date Signed

Name and Title

I/We have authority to bind the Corporation

Schedule "A"

Quality Standards & Maintenance Activities

On or around April 1st of each year as part of the Annual Inspection, it is expected that the Local Municipality will make proposals in an "Annual Maintenance Needs Report" to the Region, for work of a "Preventive Maintenance" nature. 'Preventive Maintenance' is generally described as that which preserves the infrastructure and typically includes such things as minor drainage improvements, shouldering, rout and seal cracks, chip seals, and hot mix patching. The Region may engage the services of the Local Municipality to carry out some or all of this work, on a negotiated basis depending on the expertise required and availability of funding.

1.0 Routine Maintenance Activities Included

The following activities in conjunction with Regional Quality Standards will be done on a year round routine basis:

- a) **Hot / Cold mix patching:** Shall include the minor repair of paved road and cycle lane surfaces (excluding curb, gutter, and concrete boulevard apron) in accordance with the requirements set in Ontario Regulation 239/02 or current. Patching is to provide a smooth safe riding surface, eliminate hazards to users, and protect the investment in the asphalt surface. Materials used may include pre-mixed hot asphalt, spray patch, cold mix, or any type of bituminous base roadway patching product. Materials are placed primarily with hand tools and roller but shall also include allowance for surface grinding asphalt and replacement using a machine spreader and removal of grindings.

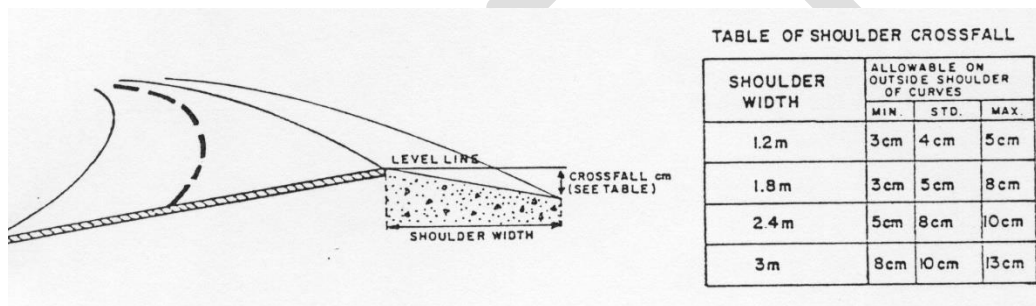
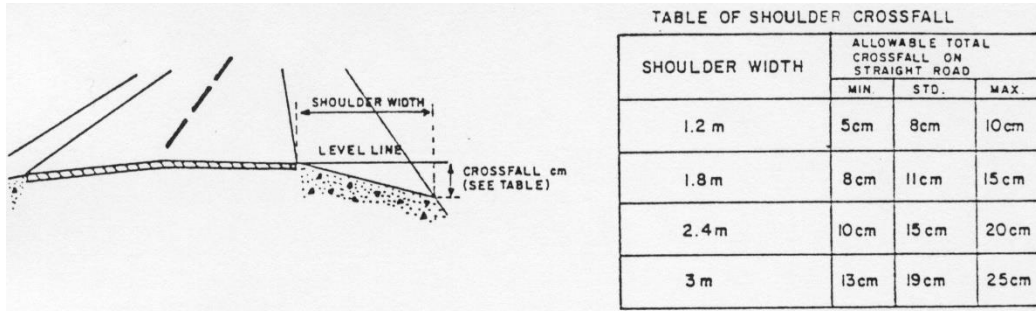
The Region agrees to maintain the annual Spot Resurfacing Program upon Regional council approval. During the annual road inspections, the Agreement Administrator shall complete a review of the asphalt conditions and, in conjunction with the Local Municipality representative, shall compile a list of hot mix repair locations to be included in the annual Spot Repair Program. Region's engineering staff will review the identified spot repair locations with the Agreement Administrator. It is understood that the Region will make every attempt to complete the requested repairs within budgetary guidelines. The Agreement Administrator shall also determine in conjunction with the city representative if there are any roads that are beyond reasonable maintenance condition. If a roadway is determined to be in such condition, the Agreement Administrator shall forward these concerns to the Region's Transportation Operations Manager for review.

- b) **Shoulder Maintenance and Repair:** Shall include the repair of gravel and asphalt shoulders in accordance with the requirements set in Ontario Regulation 239/02 or current. Shouldering is to provide a smooth surface for emergency stopping of vehicles, pedestrians, cyclists, and slow moving vehicles. Washouts, ruts, potholes, and drop offs shall be repaired with appropriate material and reinstated to the proper crossfall. Shall also include the routine grading windrow reclamation, and placement of additional granular material to maintain proper crossfall, laterally support the asphalt structure, control dusty conditions, and maintain drainage from the roadway to ditch line. Excessively dusty conditions shall be corrected by the application of approved liquid or flake dust control products at a rate suitable for the conditions and type of material used. Dust control agents shall be applied where:

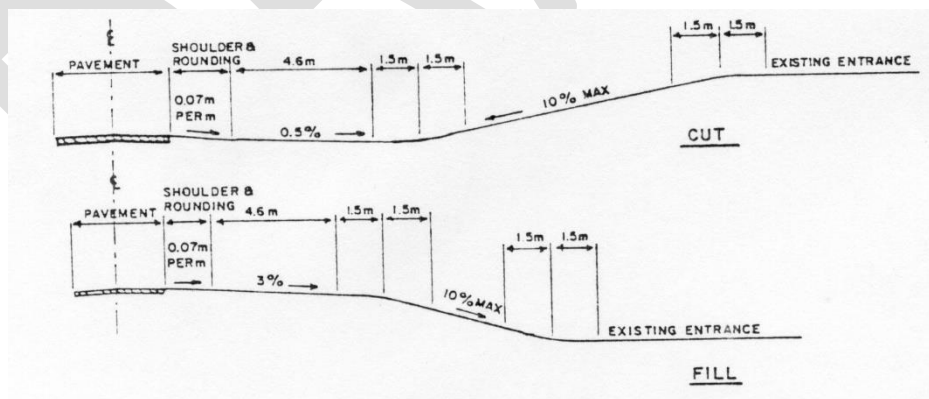
- i. Dusty conditions cause a nuisance or present a health hazard to property owners.

- ii. Where dusty conditions present a hazard to traffic.
- iii. In front of commercial establishments, i.e., truck stops, implement dealers, etc.
- iv. At entrances to settlement areas.

Tables of correct shoulder crossfall



Correct crossfall at driveway entrances



- c) **Storm Sewer Maintenance:** Shall include the inspection, resetting or replacement of maintenance structures, ditch inlets, catch basins, and underlying precast sections (moduloc) due to breakage or settlement. Shall also include the reinstatement of effected asphalt and concrete surfaces. In General, repairs included under this activity are from the top of the frame and cover to the top of the precast section. This item shall also include general debris or snow/ice removal from the surface (inlet) of catchbasins to ensure proper

surface drainage. Any areas of road or open ditch ponding shall be reported to the Agreement Administrator for follow up. If a maintenance structure is owned by a non municipal agency the Local Municipality shall make arrangements with the utility to have them complete the appropriate repairs. All repairs or alterations shall be in accordance with the Road Construction Standards set out in the Manual entitled Regional Municipality of Waterloo's Supplementary General Conditions, Standard Specifications and Standard Drawings. Manual will be supplied as updated by the Region of Waterloo Design & Construction group.

The major objectives Storm Sewer Maintenance:

- i. To provide access to the sewer systems to facilitate servicing, cleaning, measuring flows and testing effluents
 - ii. To prevent unnecessary damage to vehicles, cyclists, public or private property
 - iii. To protect the public investment in the sewer system
- d) **Emergency Response:** Shall include the 24/7 immediate response to any hazardous situation for motorists or pedestrians that the Local Municipality is made aware of within the right of way. The Local Municipalities initial response shall be to make the scene safe by either removing the hazard or supplying and placing temporary signage, barricades, and/or delineators. If the Local Municipality erects temporary traffic control for items that fall outside their maintenance responsibility for longer than 30 business days the Local Municipality shall notify the Region so control of the area may be passed over to the Region. Hazard types that the Local Municipality will respond to are as follows:
- i. Pickup and disposal of dead animals
 - ii. Cleanup of materials at accident scenes
 - iii. Spills cleanup (granulars, glass, hydrocarbons, etc.)
 - iv. Potholes
 - v. Shoulder washouts
 - vi. Trees, noise walls, retaining walls, fences, and safety devices. (Make the scene safe and advise Region for repair)
 - vii. Road closure requests from Waterloo Regional Police

For the purposes of capital works that are undertaken by the Region on Regional roads being maintained by the Local Municipality, the Region shall be responsible for all signage, barricades and detours that are associated with that work.

Note: all work associated with accident damage by a known third party shall be billed to the third party by the Local Municipality and is therefore not included in the cost billed to the Region. Every attempt shall be made to contact the responsible party to recover damage costs. If the third party is not identified then the Local Municipality may charge back applicable costs.

- e) **Snow Disposal Operations:** Shall include the year round operation and site management of a snow disposal location for the purposes of Regional road snow storage. The Local Municipality shall prepare and cleanup the site(s) in the spring/fall, perform ongoing operation during the winter season, and manage water quality testing and monitoring as required in operation and maintenance manuals. Sites may be used for snow storage other than Regional snow however the costs shall be shared between the Region and Local Municipality. At the end of each winter season, the Local Municipality will inform the Region of the volume of Regional snow as a percentage of the overall snow stored at the site for

the previous winter season. The percentage ratio will be used for the following 12 month cost sharing billing cycle.

- f) **Machine Street Sweeping:** Shall include the routine mechanical and manual sweeping of roadways with: inside curb, outside curb, roadside storm water catchment systems (catch basins), paved shoulders, and bike lanes. All decanting and disposal of debris from sweepings shall be included.

The major objectives for Machine Street Sweeping are:

- i. To prevent road dirt and dust from accumulating.
- ii. To prevent loose objects being thrown up by traffic.
- iii. To remove hazards.
- iv. To prevent clogging of storm sewers.
- v. To reduce health hazards caused by pollutants and chemical wastes.
- vi. To enhance the appearance of the community.

Spring cleanup for the purposes of removing built up winter materials shall commence as soon as the long term weather predictions indicate no further winter events. During the period of April 1st through October 31st, sweeping will be completed at minimum once (1) every three (3) weeks. Sweeping outside the above noted time frame or spring clean up will be done so upon approval from the Region and will be charged at an agreed upon time and material rate.

- g) **Debris Pickup:** Shall include the spring litter pickup as well as the year round manual removal of trash, debris, dead animals, and illegal dumping from the traveled portion of the road, cycle lane, or boulevard as required other than by mechanical street sweeping and shall include disposal of the debris. Debris causing a hazard to vehicles, cyclists or pedestrians shall be removed and disposed in accordance with the requirements set in Ontario Regulation 239/02 or current. Debris hindering grass mowing or drainage system flows shall be removed and disposed as soon as practicable. Debris shall not be allowed to accumulate on any road in order to discourage dumping
- h) **Spring Roadside Winter Damage Repair:** Shall include the repair of all sod, turf, and hardscaping (Curbs) damaged as a result of winter maintenance activities
- i) **Routine Road Patrol:** Shall include the weather monitoring and the drive-by observation of Regional roads and cycle lanes at the frequency set by Ontario Regulation 239/02 or current. The Region shall provide access to a metrological forecasting service to the Local Municipality. All observations and records of patrols and weather monitoring shall be electronically recorded. Response to identified maintenance deficiencies will be as required under Ontario Regulation 239/02 or current. Any hazard or maintenance items not covered under Scope Section 1.0 a) of this agreement shall be reported to the Region as soon as practicable.

2.0 Winter Maintenance Activities Included

The level-of-service for Winter Maintenance shall be in accordance with the requirements set in Ontario Regulation 239/02 or current:

The major objectives for Winter Maintenance are:

- i. To reduce the hazards of icy/snow covered roads and cycle lanes.

- ii. To comply with legislation applicable with winter maintenance.
- iii. To reduce economic losses to the community and industry caused delays to the community during icy/snow covered road conditions.
- iv. To facilitate the movement of emergency vehicles during the winter weather conditions.
- v. To reduce the impacts to the environment and the drinking water supply through the proper storage, use and disposal of road salt and associated deicing/anti-icing chemicals.
- vi. To maintain safe, passable transit and school bus routes.
- vii. To maintain safe, passable routes for buggies and cyclists.

- a) **Winter Snow and Ice Control:** Shall include the purchase, storage, mixing and loading of: abrasives, de-icing chemicals (salt), and liquids. Snow plowing and the spreading of abrasives and de-icing/anti-icing chemicals, for the purpose of snow and ice control on roadways and cycle lanes, to meet requirements set out in Ontario Regulation 239/02 or current. Salt/Sand storage boxes shall be placed, stocked, and removed yearly at locations deemed necessary by the Local Municipality to control localized areas of concern.

Plowing, sanding/salting, and anti-icing routes shall be established and reviewed and/or revised annually to provide for the most efficient use of staff and equipment.

- b) **Snow Loading and Hauling:** Shall include the mechanical snow removal from Regional roadways with: limited snow storage, blocked drainage, curb face sidewalks, on street parking, downtown core areas, bridge abutments, LRT adjacent track, and cycle lanes. Snow loading shall commence when sightline restrictions or snow storage capacities have reached levels that impede the Local Municipality from meeting Ontario Regulation 239/02 or current requirements. Haulage to snow disposal sites is also included. Any snow lifting along Regional roads with adjacent LRT shall be tracked and billed separately from other snow loading and hauling.
- c) **Snow Fence Remove / Install:** Shall include the supply, install, removal, and storage of temporary snow fence at locations deemed necessary by the Local Municipality to minimize the effects of drifting snow. The determination will take into effect location, accident/collision history, topography, roadside vegetation, depth of ditches, heights of platform and snow storage capabilities.

Efforts shall be made to contact property owners prior to entering private property to erect snow fence. The Municipal Act 2001, c.25, s.60 provides that a Municipality may, at any reasonable time, enter upon any land within the municipality or within the adjoining municipality and lying along any highway under its jurisdiction, for the purpose of erecting and maintaining a snow fence.

- d) **Winter Representative Patrol:** Shall include the weather monitoring and patrolling a representative set of roads at intervals defined in Ontario Regulation 239/02 or current to determine if a response is required to an imminent or occurring winter condition(s). All observations and records of patrols and weather monitoring shall be electronically recorded.

3.0 Maintenance Activities by Work Order

The following activities conjunction with Regional Quality Standards will be done on a Work Order basis after consultation with Agreement Administrator:

- a) **Concrete Curb and Gutter Maintenance:** shall include all repairs shall be the responsibility of the Region through their yearly program. Cities will identify locations to the Region for repair.
- b) **Road Base Repair:** shall include the repair of road base failures due to frost heaves with granular material and reinstatement of the work area
- c) **Accident Damage by Parties Unknown:** shall include the repair of damaged Regional property such as guiderails, bridge components, retaining walls and/or fences if agreed to by the Region. Any costs associated with emergency work caused by unknown third parties, such as spills response/cleanup, tree work, sod damage, minor pavement repair shall be charged back to the Region on a time and material basis.
- d) **Storm Sewer Construction and Maintenance:** shall include the pipe inspection, (excluding CCTV), cleaning and disposal, installation and repair of storm sewers and all associated components. Repairs to the maintenance structures and/or catchbasins under this section are from the top of the precast section down inside the sewers. Shall also include emergency cleaning of storm sewers as requested by the Agreement Administrator.

Note: Region of Waterloo staff shall arrange for and complete a regular storm cleaning program. However, Local Municipalities may be contacted to complete additional cleaning as required which shall be paid under the Work Order process.

- e) **Guide Post/Cable/Steel Beam Construction and Repairs:** includes the removal and disposal of damaged systems and replacement of new rail, wire, post, and attenuators.

Note: Any major repairs/replacements of guide rail/cable sections required as the result of age or accident damage shall be communicated to the Agreement Administrator as soon as made aware for action by the Region.

- f) **Bridge Railing Repair:** includes the removal and disposal of damaged railings and/or posts and the repair or installation of a new railing/posts to match existing.
- g) **Damage resulting from extreme weather related causes:** e.g. flooding, tornadoes, lightening, wind or ice storms, which results in additional emergency maintenance response by the Local Municipality shall be charged back to the Region on a time and material basis unless such damage is of a nature which is deemed to be that which is normally associated with routine maintenance of roadways.

Schedule B						
Description of Work						
CITY OF CAMBRIDGE						
RR#	RR Name	From	To	CI Distance (m)	Total lane (m)	Bike Lane Length (m)
8	Coronation Blvd	Concession Rd	Hespeler Rd	2,444.13	11,842.97	0.00
8	Dundas St N	Hespeler Rd	Main St	2,803.09	9,993.96	0.00
8	Dundas St S	Main St	Branchton Rd	1,944.15	8,550.25	0.00
8	Fountain St S	Shantz Hill Rd	King St W	433.88	1,302.48	0.00
8	King St E	Rogers Rd	Concession Rd	2,452.69	6,560.20	0.00
8	King St W	Fountain St N	Rogers Rd	305.57	1,014.92	0.00
8	Shantz Hill Rd	Preston Parkway	Fountain St S	528.61	1,827.27	0.00
17	Fountain St N	King St W	Signals @ ATS (#730)	992.43	2,037.10	0.00
24	Ainslie St N	Water St N	Main St	900.66	2,463.70	0.00
24	Ainslie St S	Main St	Water St S	1,006.84	2,757.27	346.74
24	Groh Rd	WB 401 Ramp	Groh Ave	352.60	352.60	0.00
24	Hespeler Rd	Coronation Blvd	Pinebush Rd	3,934.45	26,480.74	0.00
24	Hespeler Rd	Pinebush Rd	Queen St	1,673.94	8,103.31	0.00
24	Water St N	Coronation Blvd	Main St	1,648.16	6,218.27	0.00
24	Water St S	Main St	170m South of Myers Rd	2,411.11	5,042.52	1,340.01
27	Clyde Rd	Franklin Blvd	Dobbie Dr	841.36	1,682.72	0.00
27	Main St	Water St N	Melville St N	110.54	221.09	0.00
27	North Sq	George St N	Grand Ave S	91.86	183.72	0.00
27	Queen's Sq	Grand Ave S	Melville St N	145.83	343.86	0.00
27	South Sq	George St N	Grand Ave S	91.55	183.09	0.00
28	Fountain St S	Shantz Hill Rd	Preston Parkway	852.28	1,808.43	0.00
28	Fountain St S	Preston Parkway	Dickie Settlement Rd	2,262.43	4,565.41	1,473.12
33	Townline Rd	Avenue Rd	Well Cnty Rd 34	6,257.52	20,137.62	4,383.93
36	Franklin Blvd	Carpenter Rd	Hwy 401	10,070.43	38,790.23	0.00
39	Eagle St N	King St E	Hespeler Rd	3,145.39	8,022.51	0.00
39	Pinebush Rd	Townline Rd	Hespeler Rd	4,049.57	16,170.54	1,917.02
41	Bishop St N	Franklin Blvd	King St E	3,607.79	7,846.54	3,434.83
42	Blair Rd	Fountain St S	George St N	4,147.72	8,417.93	0.00
42	George St N	Blair Rd	Salisbury Ave	3,140.65	6,385.11	184.94
42	George St S	Salisbury Ave	St Andrews St	179.21	448.45	0.00
43	Myers Rd	Water St S	Branchton Rd	3,342.69	6,807.71	2,649.89
75	St Andrews St	Grand Ave S	Grand Ridge Dr	2,276.43	4,648.19	0.00
76	Grand Ave S	St Andrews St	Cedar St	352.83	705.65	0.00
77	Park Hill Rd E	Water St N	Ainslie St N	109.50	437.99	0.00
77	Park Hill Rd W	Water St N	George St N	273.80	1,187.24	225.04

80	Can-Amera Parkway	Hespeler Rd	Townline Rd	4,949.77	19,121.92	4,016.55
97	Cedar St	Water St S	Grand Ridge Dr	2,165.26	5,552.81	126.81
97	Concession St	Water St S	Lowrey Ave S	1,277.58	3,740.67	195.74
97	Main St	Lowrey Ave S	Franklin Blvd	1,111.87	3,697.57	0.00
Grand Total				78,686.14	255,654.56	20,294.61

Schedule B						
Description of Work						
CITY OF KITCHENER						
RR#	RR Name	From	To	Cl Distance (m)	Total lane (m)	Bike Lane Length (m)
4	Ottawa St N	King St E	Keewatin Ave	4,344.03	16,902.86	428.79
4	Ottawa St S	Trussler Rd	King St E	7,879.95	28,096.38	1,635.85
6	Benton St	Courtland Ave E	King St E	528.30	2,245.73	0.00
6	Frederick St	King St E	Bruce St	2,021.76	6,338.69	589.91
6	Highland Rd W	Trussler Rd	Queens Blvd	5,614.78	18,241.85	1,491.58
6	Queen St S	Highland Rd W	Courtland Ave E	714.68	2,228.27	0.00
8	King St E	Weber St E	Riverbank Dr	2,610.93	8,240.05	0.00
8	Weber St E	King St	Queen St	4,924.95	21,389.75	0.00
8	Weber St W	Queen St	Kit/Wtrloo Boundry	1,716.66	7,331.42	0.00
9	Bridgeport Rd	Kit/Wtrloo Boundry	Lancaster St W	624.54	2,498.16	0.00
12	Conestoga College Blvd	New Dundee Rd	Homer Watson Blvd	706.85	3,101.69	0.00
15	King St E	Ottawa St S	Montgomery	1,174.91	4,092.34	0.00
15	King St S	Kit/Wtrloo Boundry	Union	59.12	182.40	0.00
15	King St W	Union	Victoria	1,634.90	4,390.67	528.76
20	Bloomingtondale Rd N	Daniel Ave	Bridge St E	1,220.55	2,524.43	1,003.19
28	Fountain St S	Highway 401	Dickie Settlement Rd	602.56	2,753.41	440.93
28	Homer Watson Blvd	Ottawa St S	Highway 401	9,567.71	43,333.54	884.13
28	Huron Rd	Huron Rd	Homer Watson Blvd	1,111.31	1,433.55	0.00
29	Lancaster St W	Bridge St	Victoria St N	2,675.39	7,519.87	0.00
50	Westmount Rd E	Fischer-Hallman Rd	Queens Blvd	3,239.19	12,736.01	0.00
50	Westmount Rd W	Queens Blvd	Kit/Wtrloo Boundry	2,913.15	12,725.35	0.00
52	Bridge St E	Kit/Wtrloo Boundry	Lancaster St W	2,330.28	6,232.42	1,563.62
52	Bridge St W	Lancaster St W	Kit/Wtrloo Boundry	486.24	972.48	0.00
53	Courtland Ave E	Manitou Dr	Queen St S	4,526.07	16,219.56	591.95
53	Fairway Rd N	King St E	Zeller Dr	3,410.83	10,557.48	1,880.65
53	Fairway Rd S	Manitou Dr	King St E	2,213.09	11,850.75	0.00
54	Lackner Blvd	Fairway Rd N	Victoria St N	4,110.07	10,108.85	3,455.66

55	Victoria St N	Kit/Wtrloo Boundry	King St W	6,159.02	29,141.17	0.00
55	Victoria St S	King St W	Ira Needles Blvd	5,294.22	17,143.49	2,636.91
56	Bleams Rd	Manitou Dr	Strasburg Rd	2,305.24	8,988.63	0.00
56	Bleams Rd	Strasburg Rd	Trussler Rd	4,994.47	10,133.82	0.00
56	River Rd E	King St E	Fairway Rd N	1,350.83	5,403.33	0.00
58	Fischer-Hallman Rd	Ottawa St S	University Ave W	4,248.89	20,153.18	4,145.10
58	Fischer-Hallman Rd	Ottawa St S	Huron Rd	4,581.65	14,550.64	2,851.69
61	Bruce St	Victoria St N	Frederick St	317.79	1,271.15	0.00
62	Edna St	Victoria St N	Frederick St	347.66	1,367.92	0.00
63	Duke St E	Queen St N	Frederick St	125.53	251.06	0.00
63	Duke St W	Queen St N	Francis St N	614.97	1,556.15	0.00
64	Charles St E	Ottawa St S	Queen St	1,682.25	5,125.52	0.00
64	Charles St W	Queen St	Victoria St S	780.53	2,341.59	0.00
66	Borden Ave S	Charles St E	Grenville Ave	841.44	1,936.78	0.00
67	Hayward Ave	Courtland Ave E	Hanson Ave	214.11	428.23	0.00
68	Francis St N	Duke St W	King St W	144.44	433.32	0.00
69	Manitou Dr	Fairway Rd S	Homer Watson Blvd	2,399.76	10,256.12	1,983.29
70	Ira Needles Blvd	Highway 7/8	Kit/Wtrloo Boundry	3,847.87	14,675.45	3,134.93
70	Trussler Rd	Highway 7/8	New Dundee Rd	7,157.50	14,564.50	6,289.42
Grand Total				120,370.95	423,970.01	35,536.35

Schedule B						
Description of Work						
CITY OF WATERLOO						
RR#	RR Name	From	To	Cl Distance (m)	Total lane (m)	Bike Lane Length (m)
8	Weber St S	Weber St W	Erb St E	988.41	3,953.66	0.00
8	Weber St N	Erb St E	Benjamin Rd	5,763.69	24,229.42	902.38
9	Bridgeport Rd E	King St N	Kit/Wtrloo Boundry	2,704.22	8,765.10	404.72
9	Bridgeport Rd W	Caroline St N	King St N	174.58	523.73	0.00
9	Caroline St N	Bridgeport Rd W	Erb St W	358.20	1,432.80	0.00
9	Caroline St S	Erb St W	Allen St W	697.28	1,534.49	0.00
9	Erb St E	King St N	Bridgeport Rd E	2,336.01	7,008.03	339.10
9	Erb St W	Erbsville Rd/Ira Needles Blvd	King St N	4,645.27	18,776.94	1,650.43
15	King St N	Wtrloo/Woolwich Boundry	Erb St E	5,334.97	23,081.05	0.00
15	King St S	Erb St E	Union St E	1,002.34	3,222.73	325.31
16	Erbsville Rd	Kressler Rd	Erb St W	5,426.70	12,619.55	4,994.65
22	Northfield Dr E	King St N	Wtrloo/Woolwich Boundry	2,503.67	7,735.45	121.88
37	Allen St W	Caroline St S	King St S	109.08	218.16	0.00
50	Northfield Dr W	Westmount Rd N	King St N	3,020.30	13,968.85	3,106.88
50	Westmount Rd N	Northfield Dr W	Erb St W	4,812.14	22,184.50	6,145.77
50	Westmount Rd S	Erb St W	Westmount Rd W	1,055.57	4,222.26	0.00
52	Bridge St W	Northfield Dr E	Kit/Wtrloo Boundry	4,169.46	10,376.54	2,824.35
57	University Ave E	Bridge St W	King St N	2,912.80	12,511.84	0.00
57	University Ave W	King St N	Ira Needles Blvd	6,027.61	20,014.72	5,273.17
58	Bearinger Rd	Westmount Rd N	Fischer-Hallman Rd N	1,183.78	2,511.22	0.00
58	Fischer-Hallman Rd N	Bearinger Rd	Erb St W	2,942.14	10,898.34	1,683.18
58	Fischer-Hallman Rd S	Erb St W	University Ave W	1,166.64	4,887.34	1,041.34
70	Ira Needles Blvd	University Ave W	Erb St W	1,653.48	6,304.89	2,196.28
Grand Total				60,988.33	220,981.60	31,009.45

Schedule C

Detail Road Section

The information listed below will be provided for all road segments the Local Municipality maintains under this agreement. The segmentation will be broken down from intersection to intersection and where there is divided road. The information will be shared through an existing geographical information system interface on a monthly basis.

RMWID	GeoID	Road Number	Full Street Name	MTO Class	Connector	Number of Lanes	Length	Flow Direction	Surface Width	Left From	Left To	Right From	Right To	Maintenance	Speed Zone	Round about Y/N?	Public Access	Life Status	Right Parity	Left Parity	Carto Class	Right Municipality	Left Municipality	Right Settlement	Left Settlement	Owned By	Managed By	AADT Volume	AADT Date	
RD2991	6754	6	Frederick St	3	Neighbourhood Connector Avenue	4	113	Two-Way		150	150	129	153		4	50	No	Public roadway	Active	Odd	Even	Arterial	Kitchener	Kitchener	Kitchener	Kitchener	Region of Waterloo	Kitchener	11512	1/1/2014

Schedule D Monthly Budget Reporting												
PERIOD ENDING -												
Reporting Month	Activity	Activity Type	Labour Hours	Labour Cost	Benefits	Equipment Hours	Equipment Cost	Material Costs	Other	Period Total	Annual Budget	Difference %
	Time and Material Maintenance (12 Months)											
	Hot / Cold Patching	Time & Material								\$0.00	\$0.00	#DIV/0!
	Shoulder Maintenance	Time & Material								\$0.00	\$0.00	#DIV/0!
	Storm Sewer Maintenance	Time & Material								\$0.00	\$0.00	#DIV/0!
	Emergency Response	Time & Material								\$0.00	\$0.00	#DIV/0!
	Snow Disposal Facility Operation	Time & Material								\$0.00	\$0.00	#DIV/0!
	Mice Outside Agreement Approved by Region	Time & Material								\$0.00	\$0.00	#DIV/0!
	Sub Total Time and Material		0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	Lump Sum Maintenance (12 Months)											
	Machine Street Sweeping	Lump Sum								\$0.00	\$0.00	#DIV/0!
	Debris Pick Up	Lump Sum										
	Spring Roadside Winter Damage Repair	Lump Sum										
	Routine Road Patrol	Lump Sum										
	Supervision Charges	Lump Sum										
	Sub Total T&M and Lump Sum									0.00	\$0.00	#DIV/0!
	7% Overhead Charges									0.00	\$0.00	#DIV/0!
	Year Round Routine Totals									0.00	\$0.00	#DIV/0!
	Winter Maintenance Only											
	Snow and Ice Control	Time & Material								\$0.00	\$0.00	#DIV/0!
	Snow Loading / Hauling	Time & Material								\$0.00	\$0.00	#DIV/0!
	LRT Snow Loading / Hauling	Time & Material								\$0.00	\$0.00	#DIV/0!
	Snow Fence Remove / Install	Time & Material								\$0.00	\$0.00	#DIV/0!
	Winter Representative Patrol	Time & Material								\$0.00	\$0.00	#DIV/0!
	Sub Total Winter Maintenance		0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	7% Overhead Charges									\$0.00	\$0.00	#DIV/0!
	Winter Totals									\$0.00	\$0.00	#DIV/0!
	INVOICE TOTALS									\$0.00		