

**CITY HALL  
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## **CAO APPROVAL**

The (Acting) Chief Administrative Officer approved the following recommendation:

**Report Number: CAO 186/2022**

**Approved: August 2, 2022**

I. THAT **APPROVAL BE GIVEN** pursuant to Delegation of Authority Bylaw 208-2008, Section 1.30 (b) "City as Grantor" Licenses, Easements (permanent and temporary) and Consents to Enter (Appendix A), to the granting of the following Consent to Enter:

- a) That the Consent to Enter is provided to Alberici Constructors Ltd. and Barton-Malow Canada Inc. ("**Alberici-Barton**") and its employees, contractors, agents, and assigns to enter upon the City lands located at the southwest corner of Banwell Road and EC Row Avenue East, legally described as shown in Appendix B (collectively, the "**Lands**") and shown on the aerial image attached as Appendix C.
- b) Alberici-Barton and/or its contractors, subcontractors, agents, employees and assigns will enter the Lands for the purpose of performing certain preliminary construction activities in accordance with the floor plan attached as Appendix D (the "**Works**").

Said access includes permission to bring all devices, machinery, vehicles and equipment necessary for the carrying out of the Works;

- c) The term of this agreement shall commence on the day the agreement is signed by all parties and terminate the earlier of: (a) the date on which the Lease is fully executed, or (b) ninety (90) days from the Effective Date of this agreement (the "**Term**");
- d) Access to the Lands will be from EC Row Avenue East and Banwell Road;
- e) Alberici-Barton will comply with all statutes, laws, by-laws, regulations, ordinances and requirements of governmental and other public authorities having jurisdiction over or in respect of the Lands, or any portion thereof, and

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all amendments thereto at any time and from time to time, including but not limited to the *Workplace Safety and Insurance Act* and the most up to date regulations in place under the *Emergency Management and Civil Protection Act*.

- f) Alberici-Barton will comply with the most up to date regulations in place under the *Emergency Management and Civil Protection Act* and the *Reopening Ontario (A Flexible Approach Response to COVID-19) Act*, as they may be amended from time to time, regardless of the frequency of such amendments. Alberici-Barton will also comply with any guidelines and best practices issued by the Province of Ontario and any other governing body in relation to limiting the spread of COVID-19;
- g) Alberici-Barton agree that during the Term they will make no claim, action, suit or demand of any kind whatsoever with regard to any potential hazardous substances located on the Lands. Alberici-Barton also agree that any tanks, totes or drums brought onto the Lands for the storage of hazardous substances or petroleum products shall be installed and operated in strict compliance with Applicable Laws;
- h) Alberici-Barton will be required to provide the City with indemnification and require proof of insurance with the following minimal coverage, satisfactory to the City:
  - Commercial General Liability coverage that includes coverage for boring, drilling, pile driving, and caisson work, and will include the City as an additional insured, with a cross-liability/separation of insureds clause, and a 30-day notice of cancellation provision, and in the amount of \$5 million per occurrence, to be primary and non-contributing, with proof of same to be satisfactory in form and content to the City.
  - Each vehicle owned or leased used directly or indirectly in the performance of the Work must be insured with an Automobile Policy in accordance with the laws of the Province of Ontario.
  - Contractor's Pollution Liability insurance policy, covering third party bodily injury, property damage, consequential loss or damage, including clean-up and restoration costs, howsoever arising from the Work. The coverage shall have limits of not less than \$2 million per occurrence, indemnifying



## OFFICE OF THE CITY CLERK COUNCIL SERVICES

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and protecting the Contractor as named insured, "The Corporation of the City of Windsor" as additional insured, and including provisions for cross liability and severability of interests.

Or as such requirements that may be amended, restated and/or supplemented by the City's Risk and Insurance Department from time to time; and,

THAT the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to sign a Consent to Enter Agreement with Alberici-Barton for access to the Lands, approved as to form and content by the City Solicitor or designate.

Report Number: CAO 186/2022  
Clerk's File: APM/14289

*Anna Ciacelli*

Deputy City Clerk/Supervisor of Council Services  
August 3, 2022

### Department Distribution

Coordinator, Real Estate Services
Deputy City Solicitor, Legal and Real Estate Services
Commissioner, Legal and Legislative Services
(Acting) Chief Administrative Officer

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