

Road Closure Conditions

1. When the airspace that is required to accommodate the private vehicular and pedestrian structure that is proposed to be located directly over a public road right-of-way (Canada Olympic Drive SW), is sold by the City to the developer, an easement and maintenance agreement shall be executed and registered on the title of the airspace, to the satisfaction of the Directors, Transportation Planning, Roads, and Transportation Infrastructure and the City Solicitor.

Said agreement shall ensure that:

- I. There will be no storm water that will fall from the structure onto public lands located directly below or adjacent to said structure;
- II. There will be no debris that will fall from the structure onto public lands located directly below or adjacent to said structure;
- III. The owner of the airspace will be responsible for maintenance and liability for the private vehicular and pedestrian structure located over public lands;
- IV. The owner of the airspace will indemnify, defend, and save harmless the City to the satisfaction of the Directors, Transportation Planning, Roads, and Transportation Infrastructure and the City Solicitor;
- V. The owner of the airspace will maintain insurance policies to the satisfaction of the Directors, Transportation Planning, Roads, and Transportation Infrastructure and the City Solicitor;
- VI. The owner of the airspace will provide construction and maintenance plans (including ongoing maintenance documentation) for the structure to the City to the satisfaction of Directors, Transportation Planning, Roads, and Transportation Infrastructure;
- VII. The City will have the right to maintain or close the bridge if deemed necessary by Directors, Transportation Planning, Roads, or Transportation Infrastructure;
- VIII. Signage requirements on the bridge for The City and the Owner are as per the following framework:
 - a. Signage to serve the adjacent developments shall be permitted upon the bridge deck only. This signage is not for users of Canada Olympic Drive SW which is a public right-of-way having specific signage requirements and restrictions.
 - b. The City reserves the right to install traffic signage;
 - c. Bridge substructure (underside); i. No signage shall be installed.
 - d. Bridge sides:
 - i. No signage shall be installed on the bridge sides without approval by the Director of Roads.
 - ii. The City reserves the right to install traffic signage on the south side of the bridge.
 - iii. It is understood that the Owner intends to install a Community Entrance Feature on the north side of the bridge.
 - e. Bridge deck (top):
 - i. The Development Permit process will be used for signage upon the bridge deck that affects users of the bridge and adjacent developments.

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- ii. At no time shall bridge deck signage cause conflicts for users of Canada Olympic Drive SW which is public road right-of-way.
2. When the airspace be sold to the developer (area which is required to accommodate the private vehicular and pedestrian structure above Canada Olympic Drive SW), the subject parcels shall be consolidated onto a single title. The consolidation would include parcels at Plan 5565AH, Block 51, Lot 8 and Plan 7910494, Block B (cell A) and **Plan 1612946, Block 1, Lot 2 (cell B)** and the airspace area.
3. The developer shall be responsible for the cost of public work and any damage during construction in City road right-of-ways, as required by the Director, Roads. All work performed on public property shall be done in accordance with City standards.
4. Indemnification Agreements are required for any work to be undertaken adjacent to or within City rights-of-way, bylawed setbacks and corner cut areas for the purposes of crane operation, shoring, tie-backs, piles, surface improvements, lay-bys, utility work, +15 bridges, culverts, etc. All temporary shoring, etc., installed in the City rights-of-way, bylawed setbacks and corner cut areas must be removed to the satisfaction of the Director, Roads, at the applicant's expense, upon completion of the foundation. Prior to permission to construct, contact the Indemnification Agreement Coordinator, Roads at 403-268-3505.
5. Unless otherwise agreed in writing by the Director, Transportation Infrastructure, the Developer shall use an approved City of Calgary vendor (Engineering) for all bridge design and construction work, including construction supervision and contract administration.
6. The framework for the design and construction of the bridge is as follows:
 - I. The bridge will be designed to support a minimum 38,556 kg (85,000 lbs) load;
 - II. The design will adhere to the City of Calgary's *Design Guidelines for Bridges & Structures* and the *Canadian Highway Bridge Design Code, CSA S6-14*;
 - III. The City maintains the right to review QA/QC documentation during construction.
7. That all costs associated with the closure be borne by the applicant;
8. That protection and/or relocation of any utilities be at the applicant's expense and to the appropriate standards;
9. Any utility right-of-ways are to be provided to the satisfaction of the Development Authority and the City Solicitor