



CORPORATION OF THE CITY OF VERNON
 3400 – 30th Street, Vernon, B.C., V1T 5E6
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 www.vernon.ca

ROAD RIGHT OF WAY USAGE APPLICATION

DATE OF APPLICATION: _____

Application Fee: \$75.00
 Attach a cheque payable to The City of Vernon

Permit Number: MP

MOA File No.: 5400-17

PLEASE READ THE ATTACHED CONDITIONS

PRIME CONTRACTOR			
COMPANY NAME	BUSINESS LICENCE #:		
COMPANY ADDRESS			
CONTACT INFO	NAME:	PHONE:	EMAIL:
REASON FOR REQUEST			
DATES REQUESTED	FROM:	To:	
LOCATION OF WORK			
ROAD CLOSURE INFO			
PLAN OF SUGGESTED TRAFFIC CONTROL	ATTACHED: YES / NO	AS DISCUSSED WITH:	
DETOUR ROUTE			
NATURE OF WORK			
PLANS	ATTACHED: YES/ NO	AS CONSTRUCTED DRAWINGS REQUIRED: YES / NO	
PLANS	APPROVED BY:	DATE:	
SIZE OF EXCAVATION	WIDTH:	LENGTH:	DEPTH:
SUBCONTRACTORS	FLAGGING:	BUSINESS LICENCE #:	
	CONCRETE:	BUSINESS LICENCE #:	
	ASPHALT:	BUSINESS LICENCE #:	
	EXCAVATION:	BUSINESS LICENCE #:	
INSURANCE POLICY	INSURANCE CO.:	ATTACHED: YES / NO	
SECURITY PROVIDED	SUBDIVISION APPROVAL	\$ _____	
	BUILDING PERMIT	\$ _____	
	IRREVOCABLE LETTER OF CREDIT	\$ _____	
NOTE:	<p>I / WE HEREBY REQUEST AUTHORIZATION TO TEMPORARILY CLOSE AND/OR EXCAVATE IN OR UNDER THE ABOVE-MENTIONED STREET AT THE DESIGNATED LOCATION AND AGREE TO BE BOUND BY ALL PERMIT CONDITIONS AND THE PROVISIONS AND REQUIREMENTS OF THE SUBDIVISION & DEVELOPMENT BYLAW #3843.</p> <p>_____ SIGNATURE OF APPLICANT</p> <p>_____ PLEASE PRINT NAME</p>		
ISSUE DATE:	APPROVED BY:		

CITY OF VERNON
 CERTIFICATE OF INSURANCE
 Addendum to Agreement/Lease/Permit

PERMIT No	EFFECTIVE DATE
LOCATION AND DESCRIPTION	

INSURED

NAME
ADDRESS

BROKER

NAME	AGENT'S NAME
ADDRESS	PHONE# FAX#

This document certifies that the policies of insurance described below have been issued to the insured(s) named above and are in full force and effect.

TYPE OF INSURANCE	COMPANY AND POLICY NUMBER	POLICY DATES		LIMITS OF LIABILITY/AMOUNTS
		EFFECTIVE YR/MM/DD	EXPIRY YR/MM/DD	
Commercial General Liability		_____	_____	Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
Tenants Legal Liability		_____	_____	\$ _____ Unit
Liability extensions specifically required by the owner:	<u>It is understood and agreed that the City of Vernon is added as an additional named insured.</u> _____ _____ _____ _____ _____ _____ _____			

Each of the policies herein described include conditions as shown on the reverse hereof and as specified in the Insurance Requirements which form part of the above permit.

_____ Date

Authorized to Sign on Behalf of Insurers

Print or Type Name

ADDITIONAL CONDITIONS ARE SHOWN ON THE REVERSE/NEXT SHEET OF THIS CERTIFICATE OF INSURANCE

ROAD USAGE PERMIT GENERAL CONDITIONS

A. NOTIFICATION

1. All conditions of approval identified by the City must be met prior to performing work within a City road right-of-way. These conditions include but are not limited to items identified as part of the Road Right of Way Permit process
2. The City may require 7 working days to process this application.
3. Works may commence 48 hours following the issue date of this permit and no earlier.
4. An approved set of construction drawings and a copy of this permit including the traffic management plan must be available at the construction site at all times.
5. A notification letter must be provided to all residents adjacent to the construction or affected by the construction a minimum of 48 hour in advance of any works.

B. CONSTRUCTION AND REPAIRS

1. All works shall be constructed in accordance with the City of Vernon's Subdivision and Development Servicing Bylaw #3843.
2. All existing utilities, electrical, water, and sanitary services, hydrants, valves, etc., shall be located prior to construction and shall remain accessible and useable at all times.
3. Any damage to works or utilities, including trees, shall be reported immediately to the City, who may undertake repairs at the applicant's expense or direct that the applicant make the necessary repairs, with restoration equal to existing or to the satisfaction of the City and adjacent property owner.
4. The construction site must be continually maintained including dust control, mud control, silt control and grading of disturbed traveled areas.
5. Any deficiencies identified by the City relating to site conditions of this project will be provided to the contractor for immediate remediation. If the contractor does not address site problems in a timely manner, the City may enter the site at any time and correct any issues at the contractors expense.
6. The road surface must be replaced no later than 24 hours after backfilling. If a cold mix patch is required, the patch must be maintained at the applicant's expense and be replaced with hot mixed asphaltic concrete as soon as possible.

C. TRAFFIC MANAGEMENT

1. The Province of British Columbia's Traffic Control Manual for Work on Roadways (second edition) must be used as a guide when performing work within a City right-of-way.
2. A detailed traffic management plan will be required prior to approval of this permit.

3. Daily traffic management audits must be performed by the contractor. Any deficiencies identified must be immediately corrected and the City notified.
4. The City may at any time, request that the traffic control plan be altered to address problems relating to the construction.

D. INSPECTION AND ACCEPTANCE

1. All cuts through pavement shall be a straight line, approved by the City of Vernon prior to patching; generally, cut lines will be positioned at lane lines and will not be permitted on wheel paths.
2. All curb and sidewalk forms must be inspected by the City prior to concrete being placed.
3. All testing as required by the Subdivision and Development Serving Bylaw #3843 must be completed and the name of the testing firm to be used provided.
4. The City of Vernon must be notified at completion of the project for a final inspection of the works.
5. In the event that construction is contrary to the approval given by this permit, the applicant shall correct the installation to the satisfaction of the City of Vernon.
6. Clean up, silt and dust control may require mechanical sweeping and flushing of all paved streets on a daily basis, and must be to the City's approval.

E. INSURANCE

Notwithstanding any other terms or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) is extended to include insuring conditions as follows:

1. Commercial General Liability Insurance:
 - a. Limit of not less than **Three Million** Dollars (\$3,000,000), inclusive, per occurrence for bodily injury, death or damage to property, including loss of use of property in question.
 - b. The City of Vernon shall be an additional named insured on the policy. In addition, such insurance policy shall include the following "Cross Liability" clause:

"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured."
 - c. Extensions of coverage:
 - I) premises and operations liability
 - II) products or completed operations liability
 - III) blanket contractual liability
 - IV) cross liability

Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s) it is understood and agreed that the insurance policy(s) is extended to include insuring conditions as follows:

1. CONDITIONS APPLICABLE TO
COMMERCIAL GENERAL LIABILITY INSURANCE

A. Limit of not less than Three Million Dollars (\$3,000,000) inclusive per occurrence for body injury, death or damage to property including loss of use of property in question.

B. ADDITIONAL INSURED CLAUSE

The insurance shall be issued the name of the Contractor and shall also cover as Unnamed Insureds, the Owner, the Engineering Consultant of the Owner, all Subcontractors and anyone employed directly or indirectly by the Contractor or their Subcontractors to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site.

C. EXTENSION OF COVERAGE

- i.) premises and operations liability
- ii.) products or completed operations liability
- iii.) blanket contractual liability
- iv.) cost liability
- v.) occurrence property damage
- vi.) hoist liability
- vii.) contingent employer's liability
- viii.) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander, or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, discrimination
- ix.) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable
- x.) liability with respect to non-owned licensed vehicles
- xi.) any other extensions specifically required by the Owner

D. PRODUCTS AND COMPLETED OPERATIONS HAZARD

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed, irrespective of the expiry date of the policy.

2. CONDITIONS APPLICABLE TO
PROPERTY INSURANCE POLICIES

A. PROPERTY INSURANCE:

The full value of the work in the amount of the contract price and the full value as stated of property to be provided by the Owner for incorporation into the work.

B. ADDITIONAL INSURED CLAUSE

The insurance shall be issued in the name of the Contractor and will include the interest of the Contractor, the Owner, the Subcontractors and all others having an insurable interest in the work. The policies will include all Subcontractors as Unnamed Insureds or if they specifically request as Named Insureds.

C. EXTENSION OF COVERAGE

Insure against "ALL RISKS" of physical loss or damage and be issued on a broad form "ALL RISKS" builder's risk policy to apply to:

- a) all products and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of the insured project; while on the site or in transit, subject to exclusions to be agreed to by the Owner,
- b) the installation, testing, and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum;
- c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work.

D. LOSS PAYABLE CLAUSE

The City of Vernon as directed by the City.

E. WAIVER OF SUBROGATION

In the event of any third party loss of damage or any physical loss or damage to the work of Contractor's equipment, the settlement or payment of a subsequent claim shall be made without the right of subrogation against the City of Vernon or anyone insured thereunder.

3. CONDITIONS APPLICABLE TO

ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE ISSUED BY the Insurance Corporation of British Columbia.

CANCELLATION

These policies shall not be cancelled, or amended in any way without thirty (30) days written notice by Registered Mail to:

The City of Vernon
Attention: Engineering Department
3400 30 Street
Vernon, B.C. V1T 5E6

or to the City representative as noted in the contract.

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE CITY OF VERNON TO REQUEST AT ANY TIME CERTIFIED COPIES OF ANY INSURANCE POLICY(S)

- V) occurrence property damage
- VI) hoist liability
- VII) contingent employers' liability
- VIII) personal injury liability arising on a false arrest, detention or imprisonment, or malicious prosecution, libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry, discrimination
- IX) liability with extension to non-owned licensed vehicles

2. Any other insurance specifically required by the owner.
3. Tenants' legal liability insurance in the amount of One Million Dollars (\$1,000,000). The City hereby releases the Permittee from liability for damages to the premises in excess of One Million Dollars (\$1,000,000).
4. These policies shall not be cancelled or amended in any way without thirty (30) days written notice by registered mail:

City of Vernon
Attention: Engineering Department
3400 30 Street
Vernon, B.C. V1T 5E6

or to the City representative as noted in the permit.

5. Issuance of this certificate shall not limit or restrict the right of the City of Vernon to request any time certified copies of any insurance policy(s).

F. SITE SPECIFIC REQUIREMENTS

1. Single lane alternating traffic must be maintained during working hours
2. Two lane traffic must be maintained during non-working hours
3. Flag persons will be required for all lane closures