



CORPORATION OF THE CITY OF VERNON
3001 32 Ave, Vernon BC V1T 2L8
Phone: 250-550-3634 Fax: 250-545-5309
Email: buildingcounter@vernon.ca
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 NO.: MP _____ RMS FILE NO.: **5400-17**

PLEASE READ THE ATTACHED CONDITIONS

PRIME CONTRACTOR			
COMPANY NAME	BUSINESS LICENSE #:		
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 <input type="checkbox"/> No <input type="checkbox"/> AS DISCUSSED WITH:		
DETOUR ROUTE			
NATURE OF WORK			
PLANS	ATTACHED: YES <input type="checkbox"/> No <input type="checkbox"/> CONSTRUCTED DRAWINGS REQUIRED: YES <input type="checkbox"/> No <input type="checkbox"/>		
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 <input type="checkbox"/> No <input type="checkbox"/>		
SECURITY PROVIDED	SUBDIVISION APPROVAL \$ _____ BUILDING PERMIT \$ _____ IRREVOCABLE LETTER OF CREDIT \$ _____		
NOTE:	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. SIGNATURE OF APPLICANT PLEASE PRINT NAME		
ISSUE DATE:	APPROVED BY:		
REV: APR2015	DISTRIBUTION: APPLICANT/ENGINEERING/BP COUNTER/OPERATIONS		

Personal information contained on this form is collected under the Freedom of Information and Protection of Privacy Act and will be used only for the purposes of responding to your request.



Designation of Contractor as Prime Contractor for Construction Project

Project Information

Project Name: _____

Project Number: _____

Prime Contractor Information

Name of Prime Contractor: _____

Address: _____

Phone: _____

Employer WorkSafe Account Number: _____

Person in Charge of Project: _____

Person Responsible for Coordinating Health and Safety Activities: _____

Contractor's Declaration as per Workers' Compensation Act

I/we acknowledge, in accordance with the Workers' Compensation Act (RSBC 1996) Chapter 492, Part 3, Division 3, Section 118 and 119 that I/we are the "Prime Contractor" and are qualified to act as the "Prime Contractor". I/we accept the duties and responsibilities for coordination of health and safety in accordance with the Workers Compensation Act. And further that I/we will do everything that is reasonably practicable to establish and maintain a system or process that will insure compliance with the Workers Compensation Act and the Occupational Health and Safety Regulations. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health & Safety Regulations.

Contractor's Representative

Date: _____

Name of Sub-Contractor(s), Sub-Contractor's qualified person(s) and Sub-Contractor's Worker Representative(s): (please print)

Sub-Contractor:	Sub-Contractor:
Qualified Person:	Qualified Person:
Worker Representative:	Worker Representative:

OH&S REGULATION 20.3 Coordination of multiple employer workplaces

Workers Compensation Act - Coordination at multiple-employer workplaces

118

- (1) In this section:
- "multiple-employer workplace"** means a workplace where workers of 2 or more employers are working at the same time;
 - "prime contractor"** means, in relation to a multiple-employer workplace,
 - (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

O.H.&S. REGULATION 20.3 (Excerpt)

- (1) If a construction project involves the work of two (2) or more employers of their workers, each employer must notify the owner, or the person engaged by the owner to be the prime contractor, in advance of any undertaking likely to create a hazard for a worker of another employer.
- (2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than five (5)
- (a) The owner, or if the Owner engages another person to be the prime contractor, then that person, must:
 - (i) Appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and
 - (ii) Provide up-to-date information as specified in subsection (4), readily available on site, and
 - (b) Each employer must give the coordinator appointed under paragraph (a) (i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.
- (3) The duties of the qualified coordinator appointed under subsection (2) (a) (i) include:
- (a) Informing employers and workers of the hazards created, and
 - (b) Ensuring that the hazards are addressed throughout the duration of the work activities.
- (4) The information required by subsection (2) (a) (ii) includes:
- (a) The name of the qualified coordinator appointed under subsection (2) (a) (i).
 - (b) A site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and
 - (c) A set of construction procedures designed to protect health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.

NOTE: The information required by subsection (4) is apart of the overall health and safety program required by part 3 of this Regulation (Rights and Responsibilities). See sections 118 and 119 of Part 3 of the Workers Compensation Act for the statutory requirements for coordination at multiple-employer workplaces and the general duties of owners.

Where required, the Prime Contractor shall complete the Notice of Project form and forward it to the area WCB office. A copy of the "Prime Contractor Agreement" shall be forwarded to the authorized representative of the Corporation of the City of Vernon for filing.



**BRITISH
COLUMBIA**

Ministry of Transportation

TRAFFIC CONTROL PLAN

This form is to assist project supervisors / traffic control supervisors in assessing the factors relating to traffic control and develop traffic control plans appropriate to the site. The intent of traffic control is to clearly direct and control the flow of traffic with as little interruption to the normal flow as possible. Misuse, lack of, or over use of traffic control devices can increase the traffic hazards to workers on this and future work sites. Any sign not necessary must be turned or removed as soon as possible. Refer to the *Traffic Control Manual for Work on Roadways*

Plan Date:	Site Name:
Exact Site Location:	Plan (#) of (#) (where >1 plan)
Project Supervisor:	Company Developing Plan:
Prime Contractor:	
	Traffic Control Persons (name and employer):
Traffic Control Supervisor:	
Description of Work Activity:	
Start Date:	Completion Date:

Site Factors (Risk Assessment)

CONSIDER:

Road Alignment: winding, straight, hilly, banked, etc.

Road Type: divided, undivided, number of lanes

Sight Distance: signs, trees, buildings & other obstructions

Approaches: hills, curves, intersections, accesses, etc.

Site Length: total length and active length

Regulated Speed:

Traffic Volumes: <1000, 1000-7000, >7000

Type of Traffic: local, tourist, commercial, emergency, bus, etc.

Shoulders: type, width, strength

Surrounding Land Use: commercial, industrial, residential, etc.

Residential Areas: driveways, school buses, schools, etc.

Weather Conditions: clear, icy, wet, foggy, limited visibility, etc.

Site Hazards: rock falls, avalanche paths, runaway lanes, steep hills, wildlife, etc.

Procedural Factors (Risk Assessment)

CONSIDER:

- Work on roadway
- Work off roadway
- Work on shoulder
- Site access/egress
- Stationary site
- Continual slow moving site
- Amount of site activity
- Changes of activity as project progresses
- Hours of work: day / night
- Traffic control during off hours
- Emergency vehicle access
- Equipment access
- MV accident scenarios & response
- Number of different traffic control setups: macro plans & micro plans

TRAFFIC PLAN**Traffic control hierarchy:**

When deciding on traffic control, traffic control devices such as signs, barricades, delineators, flashing arrow boards, changeable message signs, cones and other methods should be considered before using Traffic Control Persons.

Temporary / construction speed zones:

Reduced speed zones are to be kept as small as possible. 30 km/h and 50 km/hour temporary speed zones should not extend any further than 1 km outside the active work area.

Traffic Plan

Consider the above site factors when determining the traffic control plan. Site factors should support the decisions regarding traffic control.

CONSIDER:

- Traffic control supervisor
- Site/procedural factors
- Types of traffic control devices
- Spacing of devices
- Advanced warning area
- Transition area
- Buffer area
- Work area
- Termination area
- Delineation during off hours
- Moving signs
- Turning/removing signs
- Checking devices
- Traffic Control Persons:
 - Location
 - Qualifications
 - Hours of Work
 - Communications
 - Relief
 - Site Instructions
 - Traffic Control Supervisor

OTHER:

Site Diagram (use additional page if needed): Show all site factors affecting traffic control, traffic control devices, spacing, etc.

Traffic Control Plan Developed by:

Site Discussion:

Name:

Agency:

Signature:

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.

_____	_____
Authorized to Sign on Behalf of Insurers	Date

Print or Type Name	

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

Personal information contained on this form is collected under the Freedom of Information and Protection of Privacy Act and will be used only for the purposes of responding to your request.

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.

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 contractor's 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, 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. 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) Extension of Coverage:
 - i. Premises and operations liability
 - ii. Products or completed operations liability
 - iii. Blanket contractual liability
 - iv. Cross liability
 - 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
 3001 32 Avenue
 Vernon BC V1T 2L8

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 at 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.
- 4. Applicant must notify all emergency services and transit of proposed works, and provide any pertinent updates as necessary
- 5. Works must occur between 0700 hours to 2100 hours as specified with the Good Neighbor Bylaw #4980 unless authorized otherwise by the City.

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, tunneling 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
3001 32 Street
Vernon BC V1T 2L8

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)

REV:AUG2015