

ROAD RIGHT-OF-WAY USAGE PERMIT

Development, Engineering, and Sustainability Department
 Phone: 250-828-3774 Fax: 250-828-3848
 Email: trafficpermits@kamloops.ca

Permit No. _____

NOTE: This form is to be submitted a minimum of three (3) working days prior to the start of the road right-of-way usage.

Prime Contractor (the "Permittee"): _____ Telephone: _____

Address: _____

Traffic Control Company: _____ Telephone: _____

Location of Work: _____ At/Between: _____ and _____
(Road) (Road) (Road)

Start Date: ____ / ____ / ____ to End Date: ____ / ____ / ____
(mm/dd/yyyy) (mm/dd/yyyy)

Road Closure Information:

Type	Where on Roadway	Direction
<input type="checkbox"/> Single Lane Alternating	<input type="checkbox"/> Intersection	<input type="checkbox"/> Northbound
<input type="checkbox"/> Lane Closure - Multi-lane Road	<input type="checkbox"/> Middle Lane	<input type="checkbox"/> Southbound
<input type="checkbox"/> Lane Closure - Rolling Closure	<input type="checkbox"/> Curb Lane	<input type="checkbox"/> Eastbound
<input type="checkbox"/> Road Closure - Local Traffic	<input type="checkbox"/> Shoulder/Boulevard/Median/Lane (Alley)	<input type="checkbox"/> Westbound
	<input type="checkbox"/> Sidewalk	
	<input type="checkbox"/> Other _____	

Description of Work/Activity: _____

Please attach the following:

- Traffic Management Manual for Work of Roadways Figure Number/Detailed Traffic Management Plan _____

AND

- Development, Engineering, and Sustainability approved drawing _____

Processing Fee: **\$25** Road Class: _____ x no. of days _____ x no. of lanes _____

Subtotal: _____ **Total:** _____

The Permittee is hereby authorized to temporarily close the above named road/street at the designated location in accordance with City of Kamloops Road Right-of-Way Usage Bylaw No. 24-23, 1984, and amendments thereto (the "Road Right-of-Way Usage Bylaw"). Any excavation in or under the above-named road/street must have prior approval of the appropriate City department. As a condition of being issued this permit, the Permittee covenants and agrees as follows:

- The Permittee must abide by and comply with all permit conditions and requirements as set the Road Right-of-Way Usage Bylaw.**
- The Permittee must complete the attached Insurance Requirements/Indemnification form. As set out in the attached, all Permittees are required to carry commercial general liability insurance for not less than five million dollars (\$5,000,000).**
- The Permittee must enforce traffic control measures and erect the appropriate signs and control devices in accordance with the British Columbia Traffic Management Manual for Work on Roadways (2015).**
- The Permittee must give 48 hours' notice, in writing, to the owners/occupants of properties where access will be directly affected in advance of the approved road and/or sidewalk closure.**
- The Permittee must verify the location of all utilities prior to commencing any excavations.**
- All backfilling and surface replacement shall be to City standards. The road surface and sidewalk must be replaced by the Permittee no later than 24 hours after backfilling. All curbs and other works that have been removed must be replaced within one week (7 days) of backfilling. Upon completion of the works, the road must be swept and flushed.**
- The Permittee must keep a copy of this permit and the Permittee's business licence on site.**
- Pursuant to Section 118 of the Workers' Compensation Act, R. S. B. C. 1996, c.492 (as amended) (the "WCA"), the Permittee hereby acknowledges and agrees that in respect of all matters pertaining to any work undertaken pursuant to this permit, the Permittee shall be the prime contractor as defined in the WCA for the purposes of the WCA and shall discharge the responsibilities of the prime contractor under the WCA and Occupational Health and Safety Regulation, B.C. Reg. 296/97, and nothing in this permit shall make the City of Kamloops (the "City") the prime contractor under the WCA. The Permittee also acknowledges and agrees that it is fully responsible for the safety of the public and those working on its project not withstanding anything in this permit.**

Conditions: Priority passing for emergency medical services (EMS) Priority passing for transit
 Maintain 1.5 m of safe pedestrian walkway Time restrictions - 9:00 am-4:00 pm

Comments: _____

Approved by: _____ Date: _____

Permittee: _____

 Representative (Please Print) Signature Date

Both pages 1 and 2 of this document must be signed and dated.

City of Kamloops, hereinafter called "City".

INSURANCE

At all times during the term of this permit, the Permittee shall, at no expense to the City, supply commercial general liability insurance against any and all claims for bodily injury, death, or property damage whatsoever that arise as a result of the special event held in accordance with this permit or arise out of the Permittee's use and occupation by the Permittee of the locations, routes, areas, lands, and/or premises that are the subject matter of this permit. Such insurance shall add the City as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than five million dollars (\$5,000,000).

Upon signing this permit, the Permittee shall promptly forward a certificate of insurance, including insuring permits acceptable to the City. The City will supply a form of certificate to be completed by the Permittee's insurer containing minimum insurance coverages required by the City. Should the insurance policies under which the certificate is drawn expire during the term of this permit or any extension or renewal thereof, the Permittee shall forward a renewal insurance certificate to the City thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the City.

All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless thirty (30) days' written notice has been given to the City.

Should the Permittee fail to supply the insurance certificate prescribed by this permit, then such permit may be terminated by the City.

INDEMNIFICATION

The Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the City, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits, or actions that may arise out of or in connection with:

- a) any breach, violation, or non-performance of any covenant, regulation, condition, or term of this permit to be fulfilled, kept, observed, or performed by the Permittee
- b) any negligent or otherwise wrongful act or omission of the Permittee or any licensee, invitee, agent, or employee of the Permittee
- c) any damage to property while said property is in or about the locations, routes, areas, lands, or premises that are the subject matter of this permit
- d) any injury to any licensee, invitee, agent, or employee of the Permittee, including death resulting at any time therefrom occurring in or about the locations, routes, areas, lands, or premises that are the subject matter of this permit, including all costs and all legal fees and all disbursements in connection herewith

The indemnity shall survive the expiry or sooner termination of this permit.

BEFORE SIGNING THIS PERMIT, READ IT CAREFULLY.

PERMITTEE:

Registered Name/Trade Name [*Please Print*]

Representative [*Please Print*]

Signature

Date