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Permit No. _____

PERMIT TO PERFORM WORK
WITHIN A HIGHWAY OR MUNICIPAL PROPERTY

I / We, (the 'Permittee') _____

of _____

hereby make application to the Corporation of the District of Summerland (the 'District') to perform work within a Highway or Municipal property.

The address and legal description of the land to which this permit pertains to (the 'Lands') is:

Street Address: _____

or Legal Description: Lot(s) _____ Block _____ DL _____ Plan _____

Description of Work to be performed within a Highway or Municipal Property: _____

(the "Permitted Work")

Reason for Work: _____

The following documentation has been submitted to the District in support of this application for a Permit to Perform Work within a Highway or Municipal Property, or a current copy of the documentation is on file at the office of Works and Infrastructure, or the Director has deemed the documentation is not applicable to this application:

- 1. File Number _____
2. Construction Security \$ _____ [] yes [] not applicable, Director's Initials _____
3. Letter of Authorization by Owner [] yes [] on file [] not applicable
4. Engineered Drawings [] yes [] on file [] not applicable
5. Photos of Site Location [] yes [] on file [] not applicable
6. Construction Schedule [] yes [] on file [] not applicable
7. Temporary Road, Sidewalk, or Parking Stall Closure application with Traffic Management Plan [] yes [] on file [] not applicable
8. Liability Insurance [] yes [] on file
9. Business Licence [] yes [] on file
10. Company Safety Program or Summerland's Contractor Safety Requirements..... [] yes [] on file [] yes [] on file
11. WorkSafe BC Account No. _____ [] yes [] on file
12. Contractor's Notice of Project No. _____
13. Commencement date: _____
14. Completion date: _____

* UNDERGROUND LOCATES ARE A REQUIREMENT OF THIS APPLICATION *

cc: Bylaw Officer
Development Services
Original to Civic Address or Master District File

Schedule 'A'
**Conditions of a Permit to Perform Work
within a Highway or Municipal Property**

The permission and approval granted herein is subject, at all times, to the following conditions:

1) Construction Requirements

The Permitted Works must be carried out to the satisfaction of the Director and performed in accordance with the provisions, specifications, and requirements of:

- the approved engineered drawings submitted in support of an application for the subdivision or the development of Lands,
- the Municipality's Subdivision and Development Servicing Bylaw No. 99 – 004,
- the Master Municipal Construction Documents,
- the Ministry of Transportation "*Traffic Control Manual for Work on Roadways*", and
- WorkSafe BC.

Where there is a conflict between the provisions, specifications, and requirements of these documents, the most stringent provision, specification, and requirement shall apply.

2) Security

Prior to the issuance of a Permit To Perform Works Within a Highway or Municipal Property, the Permittee shall deposit with the Director an irrevocable letter of credit or bank draft equal to 50% of the cost of completing the Permitted Works, as estimated by the Permittee's engineer and as approved by the Director. The letter of credit shall be drawn on a chartered bank in Canada, be for a term of not less than eighteen months, and be in a format approved by the Director.

The Director may waive or reduce the amount of the security if, in his sole discretion, he deems that the Permitted Works are so limited in scope that waiving or reducing the security will not compromise the Municipality's ability to ensure the Permitted Works are completed by the Completion Date and in accordance with the conditions set out in this permit.

Upon completion of the Permitted Works, to the satisfaction of the Director, the balance of the security, if any, will be returned to the Permittee minus any costs incurred by the Municipality. If the security is insufficient to cover the Municipality's costs, the Permittee agrees that they will pay such deficiency in funds to the Municipality immediately upon receipt of an invoice.

3) Completion Date

The Permittee shall not commence the Permitted Works before the Commencement Date, shall proceed with due diligence, and shall complete the Permitted Works on or before the Completion Date.

The Commencement Date and the Completion Date shall be established based on the construction schedule submitted by the Permittee and as approved by the Director. The Director reserves the right to require a construction schedule requiring that the Permitted Works be completed in identifiable stages.

The Permittee may request an extension to the Completion Date if, within ten days of an incident, the Permittee brings the incident to the attention of the Director and provides the Director with supporting information as to why the incident would justify an extension to the Completion Date. The Director will review the information and, in his sole discretion, determine if the extension is justified.

4) Default

Failure by the permit holder to repair damage and/or fulfill such obligations as are set out in the permit within the specified time shall enable the Municipality to carry out such repairs or fulfill such obligations that have not been met under the terms and conditions of the permit, and to deduct the cost thereof from the security provided under Section 2, and should there be an insufficiency of security, then the Permittee shall pay the balance forthwith, upon delivery of an invoice, of that amount required by the Municipality to carry out the Permitted Works or fulfill the obligation.

5) Cancel Permit

The Director may, upon five days written notice to the Permittee, cancel this permit if the Director deems that the Permittee is failing to comply with the conditions of this permit.

6) Permittee

The Permittee:

- a) must give the Director **at least five days advance notice before commencing any work**;
- b) is responsible for
 - a. obtaining and paying for any and all permits that may be required in association with the Permitted Works,
 - b. all costs related, either directly or indirectly, to the Permitted Works or the cost of restoring any areas that may have been damaged or disturbed by the Permittee's performing the Permitted Works,
 - c. all costs related, either directly or indirectly, to the repair of any damage caused to the Municipality's road, water, drainage, or sewer infrastructure by the performance of the Permitted Works;
- c) must locate all above and below ground utilities prior to commencing the Permitted Works and must notify all agencies who may have infrastructure that may be affected by the Permitted Works;
- d) agrees to indemnify and save harmless the Municipality, its Council, officers, agents, and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought or made against the Municipality or its Council, officers, agents and employees any incident that may occur or damage that may be done to any person or property whatsoever caused directly or indirectly by the Permittee's performing the Permitted Works.

7) General Requirement

- a) This Permit is valid only for the specific Permitted Works stated herein. Any alterations, additions, or amendments to the Permitted Works must be covered by a separate Permit to Construct, Use, and Maintain Work within a Highway or Municipal Property.
- b) This Permit may be cancelled at the discretion of the Director if the Highway or Municipality Property is required for use by the Municipality.
- c) The Director shall, at all times, have free and uninterrupted access to inspect all or parts of the Permitted Works to ascertain the Permittee's compliance with the conditions of this permit.
- d) The Director may require the Permittee to provide a detailed Traffic Management Plan that will outline how the contractor will manage work zones and traffic control to ensure safety and convenience to the travelling public. This Traffic Management Plan shall be prepared by a Professional Engineer and shall be reviewed and approved by the Director prior to the commencement of the works.
- e) Any damage to the Municipality's infrastructure must be repaired in an expedient manner to the satisfaction of the Director. Damage to the Municipality's water, sewer, drainage, or electrical infrastructure shall be repaired by the Municipality and the Municipality may recover all costs from the security.
- f) At least one lane of alternating traffic must be kept open to traffic at all times unless the Permittee has been issued an approved Temporary Road Closure Permit from the Municipality.
- g) All pipeline and ducting road crossing installations are to be by drilling or by jacking in such a manner as to afford minimum grade settlement. Water jetting is not permitted. Open excavations will only be permitted where the Director deems that the excavation will not have a detrimental effect to the Municipality road or public use.
- h) The maximum amount of open excavation that may be kept open at any time is fifty metres.
- i) All excavations, materials, or other obstructions are to be fenced, lit, or otherwise marked and every possible precaution must be made to ensure the safety of the public.

- j) Dust, mud, soil, debris, or other foreign material tracked onto existing municipal roads must be controlled and removed at least once a day, or as otherwise directed by the Director. If the Permittee fails or refuses to control or remove the dust, mud, soil, debris, or other foreign material within 4 hours of notification by the Director, the Municipality may perform the task and may recover all costs from the security.
- k) Survey pins or survey monuments that are removed, damaged, or disrupted during the course of constructing or installing the Permitted Works, shall be replaced by a certified BC Land Surveyor at the expense of the Permittee.
- l) Upon completion of the Permitted Works, all areas that may have been damaged or disturbed must be restored to their original condition.
- m) The Director may require the Permittee to install and maintain cold mix asphalt in areas where the Permittee has removed asphalt and inclement weather is preventing the Permittee from installing hot mix asphalt. If the Permittee fails or refuses to install or maintain the cold mix asphalt within 48 hours of notification by the Director, the Municipality may install and maintain cold mix asphalt and may recover all costs from the security. The cold mix shall be replaced with hot mix as soon as possible, weather permitting.
- n) All surplus material must be removed from the Highway or Municipal Property.

8) Warranty

The Permittee warrants the Permitted Works for a period of eighteen (18) months after substantial performance.