



CONSTRUCTION ROAD CLOSURE & ON STREET CONTAINERS

Development Services Dept. – 171 Main Street | Penticton B.C. | V2A 5A9
Tel: 250-490-2501, Email development@penticton.ca



Date of Application: _____ Contact Name: _____

Person/Company Name: _____ Business Licence #: _____

Mailing Address: _____

Postal Code: _____

Phone: _____ E-Mail: _____

Reason for Closure: _____
(Explain why the road needs to be closed)

Note: 3 business days prior notice is required. Approval times vary according to size and complexity of project.

Type of closure:	<input type="checkbox"/> Closed daily <input type="checkbox"/> Intermittent/Frequency: _____ <input type="checkbox"/> Closed entire duration	
**Work Start	Date: (mm/dd/yr)	Time:
**Work End	Date: (mm/dd/yr)	Time:

****** Should the start date and time of the closure change from that shown above, the Applicant shall apply for such change by e-mailing the Development Services Department at development@penticton.ca. The Applicant will be advised if the revised start date and time is approved and no closure is to commence without such approval. Scheduling conflicts with other events or road closures may require a new Construction Road Closure Application.

Exact location of the closure: _____

Work Site/Closure Route: How will traffic be affected, duration and number of lanes closed (ie. single lane closure for duration with flaggers onsite).

Onsite contact responsible for road closure: _____
(cell number/24hr contact)

*****HAVE YOU ATTACHED THE FOLLOWING? *****

- (1) Permit Fee - \$143.00 + GST (\$7.15) = \$150.15
(acct. # GL CP REC333-001
- (2) \$3,000,000 Liability Insurance (with City named as "additional insured")



TRAFFIC MANAGEMENT PLAN

All road closures are to comply with requirements of the most recent edition of the Traffic Management Manual for Work on Roadways (TMM) as published by the British Columbia Ministry of Transportation and Infrastructure for regulation of vehicle and pedestrian traffic or use of roadways and Worksafe BC.

Provide a detailed road closure plan (below or attached), show all sign, fence and barricade locations. Indicate how access will be maintained to adjacent properties and how services such as Fire, Ambulance or Waste Collection will be maintained. Label all streets and provide a North arrow.

Comments:

*(**Additional details may be requested to complete permit review**)*



ADVERTISING REQUIREMENTS (if required)

- A copy of the “proof” for all newspaper advertising for the works *indicating dates, locations and times of road closures*, including confirmation dates from the vendor for ad run dates, is to be submitted with the application.
- Provide a letter to affected residents and businesses advising them of the pending closure and duration of the project.

Should permit not be issued, the applicant will be responsible for any costs incurred with respect to this advertising

INSURANCE REQUIREMENTS

Evidence of current liability insurance is required from an applicant proposing to use municipal streets, parks or facilities for construction works.

The minimum liability insurance requirements are as follows:

1. \$3,000,000 comprehensive general liability policy with inclusive limits for bodily injury and property damage liability including coverage for workers.

2. Cross-liability clause;

3. City of Penticton is named as Additional Insured;

4. 30 days prior written notice of cancellation or material change;

5. Executed copy of Certificate of Insurance, 10 days prior to the event.

Note: The applicant/company should be advised that they are fully responsible to determine their own additional insurance coverage they may require, if any; including Workers Compensation which is necessary and advisable for their own protection and/or fulfill their obligations in organizing the works including protection of the municipality.

ADDITIONAL REQUIREMENTS

You may be required to obtain:

RENTAL OF PARKING METER HOODS (SPACES)

Yes No



TERMS AND REGULATIONS FOR CONSTRUCTION ROAD CLOSURE

The applicant _____ will:

Name & Phone #

1. Be responsible for advising all workers and will ensure that all workers adhere strictly to all regulations posted and/or attached hereto. Failure to adhere to said conditions, terms and regulations could result in this permit being revoked without further notice and without refund of any fees paid.
2. Maintain a copy of the approved road closure permit on site during all road closures.
3. Comply with requirements of the most recent edition of the Traffic Management Manual for Work on Roadways (TMM) as published by the British Columbia Ministry of Transportation and Infrastructure for regulation of vehicle and pedestrian traffic or use of roadways and Worksafe BC.
4. Applicant and companies utilizing this permit will undertake to be responsible for the due observance of all regulations from anybody governing the area described as Work Site/Closure Route.
5. Exercise the greatest care in use of the area authorized under this permit and adjacent premises.
6. Be responsible for any damages incurred, said damages to be paid firstly by the applicant and/or their insurer.
7. Use only the area described as Work Site/Closure Route named in this Agreement.
8. Not to permit any use of the permitted areas other than that stated as the reason for closure, or assign this permit to any other party for any reason.
9. Be responsible for leaving the area described as Work Site/Closure Route clean and be responsible for damages to said area by the permitted or their assigns. Failure to do so may result in an additional fee levied for maintenance.
10. If an extension of the permit is required, please call the Development Services Secretary at 250-490-2501 (development@penticton.ca) at least two working days prior to works requiring permit alterations.
11. Should the start date and time of the road closure change, the Applicant shall apply for such change by e-mailing the Development Services Department at development@penticton.ca. The Applicant will be advised if the revised start date and time is approved and no closure is to commence without such approval. Scheduling conflicts with other events or road closures may require a new Construction Road Closure Application
12. Pay all fees levied according to this agreement including but not limited to, costs associated to any breach of this agreement.
13. All equipment utilized as part of this permit must be licensed (where required) and insured for such use. All operators are to be trained and where required, hold current certification in their operation.
14. Any lifting, or mobile cranes, used as part of this permit must comply with all city, provincial and federal licensing, safety and operational requirements.

WAIVER OF INDEMNITY CLAUSE

The applicant accepts and will use the premises, lands and equipment at their own risk and agrees that neither the City of Penticton herein after referred to as the Municipality nor their officers, employees, servants, agents, heirs, successors and assigned have made any warranties or representations respecting the suitability or condition of the premises. The Applicant further agrees that it will indemnify and save harmless the municipality and their officers, employees, servants, agents heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs including legal or other fees incurred in respect of any such claim (s) or any actions (s) or proceedings (s) brought thereon arising directly or indirectly from or in connection with the granting of this Agreement and use of the Premises.

Prior to the execution of this Agreement the Applicant will obtain and maintain comprehensive general liability insurance including participants insurance, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Municipality. The Municipality is to be included as named insured. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$3,000,000 per occurrence including \$3,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payment and property damage or such higher limits as the Municipality may require from time to time. The policy will contain a clause providing that the insurer will give the Municipality thirty (30) days prior written notice in the event of cancellation or material change. The Applicant will provide the Municipality with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Municipality ten (10) days prior to the execution of said agreement.

It is the **sole responsibility of the Applicant** to determine what additional insurance coverage, if any, including but not limited to Workers Compensation, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

The Applicant understands and agrees that this Agreement may be revoked or cancelled at any time with or without cause. The municipality will make every reasonable attempt to provide a minimum 48 hours notice of a cancellation to the Applicant.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization and the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Applicant, in consideration of being granted permission to use the Premises agrees to be bound by the Terms and Regulations referred to above and if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms and Regulations and Waiver of Indemnity Clause.

I have read the above and fully understand the Terms and Regulations and the Waiver of Indemnity Clauses and will comply with said document.

Signature of Applicant	Signature of Witness
Printed name of Applicant	Printed name of Witness
Date:	Date:

