

**APPLICATION TO WORK ON OR WITHIN TOWN STREETS,
RIGHT-OF-WAY AND PROPERTY**

APPLICANT:			
Business Name:		Business License No.	
Business Address:			
Business Phone No.:		Business Email:	
24 Hr. Emergency No.:		Contact Name:	
LOCATION OF WORK:			
Property Owner / Occupant Name:			
Civic Address:			
Legal Description:			
CONSTRUCTION DETAILS:			
Start Date:		Completion Date:	
Description of Work: (please enter in space provided below)			
Traffic Safety Plan Required <input type="checkbox"/>		Lane Closure Required <input type="checkbox"/>	
Provide two sets of drawings detailing proposed construction and location, and two copies of estimated cost of construction for review and approval by the Engineering Department.			
PERMIT FEE: \$50.00			
I/We have read, understand and agree to comply with all the terms and conditions outlined in the Conditions of Approval on the reverse side of this permit. The approved works are to be completed to the satisfaction of the Engineering Department. A non-refundable <u>\$50.00</u> permit fee has been paid to the Town of Ladysmith.			
Contractor Signature:		Date:	

OFFICE USE			
Permit Fee Receipt #:	Cheque <input type="checkbox"/>	Debit <input type="checkbox"/>	Cash <input type="checkbox"/>
Amount of Security Deposited \$	Cheque <input type="checkbox"/>	Debit <input type="checkbox"/>	Cash <input type="checkbox"/>
Deposited by:	Irrevocable letter of credit <input type="checkbox"/>		
Permission to commence construction is hereby given subject to the terms and conditions outlined in the Conditions of Approval on the reverse side of this permit.			
Engineering Department		Date	
Final Engineering Inspection (Approval to Release Security Deposit, if applicable)			
Engineer's Signature:			
Date:			



CONDITIONS OF APPROVAL

1. In the event a permitted encroachment on Town property is for the exclusive, sole use of a property or property owner, the Town shall issue an encroachment agreement to the property owner permitting the encroachment and may require sufficient liability insurance so as to protect the Town's interests. In the event such required insurance is permitted to lapse by the property owner, the Town may remove the encroachment at the property owner's expense.
2. Prior to the commencement of construction the contractor shall:
 - (a) Deposit with the Town an irrevocable letter of credit or cash in the amount of 50% of the estimated cost of the work, prepared by a P. Eng, certified in the province of BC;
 - (b) Provide the Town with 48 hours' notice;
 - (c) Obtain from the appropriate authorities all underground service information within and adjacent to the construction site in order to locate and to protect existing pipes or ducts forming part of any sewer, drain or other public utility system;
 - (d) Provide certificates or other evidence to the satisfaction of the Town that the property owner or contractor has obtained comprehensive public liability and property damage insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) on an all risk basis for bodily injury, death and damage;
 - (e) Arrange a site meeting with the Town's Engineering Department and others involved with the work.
3. Upon commencement of work the contractor shall proceed with due diligence.
4. All work shall be constructed in compliance with the Town Bylaws and amendments thereto, if any, as well as the regulations contained within the Town of Ladysmith's Engineering Standards and Specifications; as well as to such special conditions, restrictions and regulations as may be imposed by the Town's Engineering Department.
5. All work is to be done in compliance with the Worker's Compensation Act.
6. In consideration of the granting of this permit, I/we agree to release and indemnify the Town of Ladysmith, its Council Members, employees and agents from and against all liability, demands, claims, causes of actions, suits, judgements, losses, damages, costs, expenses of whatever kind which I/we or any other person, partnership or corporation of my/our/their respective heirs, successors, administrators or assignees may have or incur in consequence of or incidental to the granting of this permit or any inspection, failure to inspect, certification, approval, enforcement or failure to enforce the Town of Ladysmith bylaws and I/we agree that the Town of Ladysmith owes me/us no duty of care in respect of these matters.
7. The contractor shall be responsible for all damages which may arise as a result of his operations and shall make good such damage at his expense.
8. If the contractor fails to repair the damage, the security provided by the contractor shall be forfeited and be used to have the damage repaired by the Town in which case the contractor will be charged the actual construction and installation costs required to complete the repairs including an administration charge.
9. Additional conditions: _____



Prime Contractor Designation Form

“Appendix A”

PROJECT NAME: _____

PRIME CONTRACTOR DESIGNATION FOR OCCUPATIONAL HEALTH & SAFETY

Definitions:

According to the Workers Compensation Act (Part III)

Owner (Town of Ladysmith):

Prime Contractor:

Any Contractor designated by the owner (Town of Ladysmith) to be the Prime Contractor on a project with respect to occupational health and safety ONLY

Designation:

By signing this agreement, _____ agrees to assume the responsibilities of a **Prime Contractor** as outlined in the “Workers’ Compensation Act, and Regulations”. In general, the Prime Contractor coordinates the occupational health and safety activities of all employers, workers and other persons at the workplace.

As a Contractor signing this agreement with the Town of Ladysmith, you are agreeing that your personnel will comply with the “WorkSafeBC Occupational Health and Safety (OH&S) Regulations” and the “Workers Compensation (WC) Act”.

If the Prime Contractor wishes to designate another firm as the Prime Contractor, they shall advise the Town of Ladysmith of their intentions in writing and obtain approval from the Town of Ladysmith prior to the commencement of the new Prime Contractor designation. The new Prime Contractor must agree through signature to all the terms of this agreement.

PRIME CONTRACTOR RESPONSIBILITIES:

The Prime Contractor will provide the following information:

- Proof that they are registered with WorkSafeBC and a commitment to notify the Town of Ladysmith of any change of status during the course of the project;
- Proof that they are up-to-date on WorkSafeBC assessment payments;
- If applicable, proof that they have taken optional coverage for self and family members working on the contract;
- Proof that they have taken appropriate coverage for the work being done (i.e. ensure they are in the right classification);
- A complete copy of their Health and Safety Program.

Prior to Commencement of Work the Prime Contractor Shall:

- Review, complete and sign “Prime Contractor Designation”;
- Submit the “Notice of Project” to WorkSafeBC, where required, on a construction workplace. See “OH&S Regulation 20.2” for the general requirements of a “Notice of Project”.

During Work the Prime Contractor Shall:

- Identify and designate a person to be the qualified coordinator, who must co-ordinate health and safety activities in the workplace, if the workplace is a construction workplace of more than one employer, with a combined workforce of more than five (5) workers;
- Assume responsibility for the health and safety of the workers on the project;
- Inform all other employers for the project of the designation of Prime Contractor;
- Coordinate all activities of employers, workers and other persons at the workplace relating to occupational health and safety;
- Establish and maintain a system or process that will ensure all employers, workers and other persons at the workplace comply with the “Workers Compensation Act” and the “WorkSafeBC OH&S Regulations”;
- Immediately report to the Owner any unforeseen critical health or safety hazard that is identified during work. Together with the Owner, determine and implement an effective control. Work will be allowed to continue only when the situation has been made safe.

Prime Contractor Qualified Coordinator:

The responsibilities of the qualified coordinator are listed in “WorkSafeBC OH&S Regulation 20.3”.

The Prime Contractor’s Qualified Coordinator must:

- Coordinate all health and safety activities for the project;
- Know who all other contractor’s qualified persons are, if it is a construction workplace;
- Ensure that all workers at the workplace are informed of pre-existing workplace hazards, and of any hazards on the workplace that will be created by the work;
- Ensure that all workers are adequately trained in the performance of their job tasks, with particular reference to any job or task which may cause a risk to themselves, their co-workers, or to any third party;
- Ensure that the hazards are addressed throughout the duration of the work activity;
- Ensure there are written procedures for safe work practices to be followed at the workplace;

- Have a workplace drawing showing where all employees at the workplace are working, where first aid is located, emergency transportation system for injured workers and evacuation marshalling points. This document must be provided to the Town of Ladysmith prior to the commencement of work activity;
 - Ensure that if there is an accident where there is loss of life or where there was potential for an accident leading to loss of life, the Town of Ladysmith is advised forthwith of the details and any other information. This will be provided to the Town of Ladysmith for information purposes only;
 - Ensure that workplace safety meetings are held and documented;
- Ensure there is compliance with any other statute, regulation, or bylaw, which is in place to provide worker safety.

Conclusion:

Any occupational health and safety violation by the Prime Contractor or any other employer, worker, or other person on the workplace, shall be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the Town of Ladysmith.

Any penalties, sanctions, or additional costs levied against the Prime Contractor or sub-contractors will be the sole responsibility of the Prime Contractor or the sub-contractors.

I, the undersigned, acknowledge having read and understand the information above.

By signing this agreement, I agree as a representative of the firm noted below, to assume the responsibilities of the Prime Contractor for this project.

Date: _____

Contact

Name: _____

Firm Name: _____

Signature of Prime Contractor