



Municipal District of Bighorn No. 8

File: 0725-04-01

Operations / Roads Department

Phone: (403) 673-3611 / Calgary Direct: (403) 233-7678

Permit No: _____

TEMPORARY USE OF ROAD PERMIT

APPLICATION

APPLICANT:		SITE CONTACT:	
Name:		Name:	
Company:		Phone:	
Address:		Email:	
		TERM:	
Phone:		Start Date:	
Email:		Completion Date:	
Road Name and Proposed Use:			
<input type="checkbox"/> Site and Traffic Accommodation Plan (Schedule "A")			
Applicant's Signature:		Application Date:	

Fee: _____ Receipt #: _____ Security: _____ Receipt #: _____

APPROVAL

The Municipal District of Bighorn (the "Municipality") grants this Permit to the Applicant (the "Permittee") for the non-exclusive license and use of the municipal road right-of-way subject to the terms and conditions contained herein, and to the schedules attached hereto.

Operations:		Date:	CAO
Planning:	<input type="checkbox"/> N/A	Date:	CAO

Acceptance:	Date:
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TERMS AND CONDITIONS:

- Term** - This Permit is valid only between the Start Date and Completion Date identified on the application, or as approved otherwise in writing thereafter by the Municipality. The Municipality, in its absolute discretion, may terminate this Permit upon providing written or verbal notice to the Permittee; and in such an event, the Permittee shall have no claim against the Municipality.
- Use and Occupation** - The Permittee is only authorized the non-exclusive license and use of the municipal road right-of-way as only shown on Schedule "A" which is attached separately to this Permit for the Proposed Use identified on the application.
- Other Legislative Requirements** - The Permittee shall comply with all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority.

4. **Indemnity** - The Permittee shall indemnify and hold harmless the Municipality, its employees, councillors, and agents from and against any and all claims, damages, costs (including without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly from this Permit.
5. **No Limitation of Liability** - Nothing contained within this Permit, nor any approval from the Municipality, shall in any way limit or restrict the Permittee's liability nor in any way limit or restrict the rights and remedies available to the Municipality.
6. **Insurance** - The Permittee shall take out and maintain comprehensive general liability insurance with insurable limits not less than \$2,000,000 for each occurrence or incident covering all risks associated with this Permit, and shall immediately provide evidence of such insurance upon request by the Municipality.
7. **Noise Restrictions** - The Permittee may not create any excessive noise between the hours of 10:00 pm and 7:00 am unless separate approval is obtained from the Municipality in accordance with the Municipality's Noise Control Bylaw.
8. **Traffic Accommodation** - The Permittee is responsible for providing all necessary temporary traffic accommodation to protect vehicular traffic, pedestrians, bicyclists, and any other user as detailed on Schedule "A".
9. **Traffic Control Persons/Flag Persons** - All Traffic Controls Persons/Flag Persons must possess an A.C.S.A (Alberta Construction Safety Association) accreditation on roads having a 50km/hr speed limit or greater.
10. **Traffic Closures:** (applicable only if checked) - The Permittee shall place a public notice advertisement, approved by the Municipality, in the local newspaper two weeks prior to the Start Date.
11. **Written Notices:** (applicable only if checked) – The Permittee shall distribute a written notice, approved by the Municipality, to affected residents and businesses.
12. **Location and Protection of Utilities** - The Permittee is responsible for locating, obtaining the approvals and for meeting the requirements of any private utility having facilities in proximity.
13. **Excavations / Ground Disturbance:**
 - a) **Warranty** – All excavations shall be warranted to be free from deficiencies for a two (2) year period following the Completion Date.
 - b) **Security Deposit** – All excavations greater than 25 m² will require a \$5,000 Security Deposit, which may be used by the Municipality to repair deficiencies on behalf of the Permittee. Any remaining balance will be returned to the Permittee within thirty (30) days upon the expiry of the Warranty Period, and after the settlement of accounts, whichever is later.
 - c) **Municipal Utilities** - Prior to any excavation/ground disturbance, the Permittee shall contact the Municipality's Utilities Division (403-673-3611) to identify underground municipal infrastructure located in the work area a minimum of 3 days prior to the excavation.
 - d) **Open Excavations** - All excavations shall be fully barricaded until backfill operations and resurfacing is complete.
 - e) **Backfill Operations** - Native subgrade backfill material shall be used to minimize the potential for differential frost heaving. Other than for pipe bedding, imported granular fill shall not be used without the MD's written approval. Backfill materials shall be placed to a maximum 300mm lift and compacted to City of Calgary specifications to prevent settlement. Any noticeable settlement occurring within the Warranty Period will be considered a deficiency repairable at the expense of the Permittee. The compaction of all excavations/ground disturbances greater than 25 m² shall be certified by a geotechnical consultant registered to Practice with the Association of Professional Engineers and Geoscientists of Alberta.
 - f) **Surfacing** - All hard surface edges shall be sawcut; and not broken. Winter excavations, or where compaction densities cannot be reasonably achieved due to soil moistures and/or groundwater conditions, shall be temporarily repaired and maintained by the Permittee with cold mix asphalt until permanently resurfaced. The depth of all permanent surfaces shall be the same thickness or greater as the existing surface.
 - g) **Materials** - Concrete, pavement and gravel surfaces shall meet the applicable City of Calgary specifications in hamlets, and Alberta Transportation specifications outside of hamlet boundaries; or as approved otherwise in writing by the Municipality. All manufactured landscaping products shall be approved by the Municipality.
 - h) **Vegetation** – All vegetation (e.g. lawns, trees, bushes etc.) shall be, maintained through-out the Warranty Period, and barricaded until established. The Permittee shall prevent the growth and/or spread of regulated weed species as listed on the Alberta *Weed Control Act* regulations and municipal bylaws, through-out the Warranty Period. Revegetation of excavated sites shall include the use of seed mixes recommended by the Municipality as published separately in the Road Design Guidelines & Construction Specifications.
14. **Site Clean-up and Restoration** - Upon completion, the Permittee shall immediately at its sole cost clean-up the site, and restore all areas to their pre-existing conditions or better, and to the satisfaction of the Municipality. The Municipality shall have the right, but not the obligation, to repair any deficiencies on behalf of the Permittee, and the Permittee shall reimburse the Municipal District forthwith for the costs in accordance with the Municipality's current Fee Schedule Bylaw.
15. **Steel Cleated Tracks** – Unless specifically permitted otherwise below, the use of steel tracked equipment is not authorized.
16. **Additional Terms and Conditions** - Additional Terms and Conditions to this Permit are attached separately as Schedule "B" (applicable only if checked); or as detailed below: