

Highway Use Permit Temporary Street Use Terms and Conditions

The highway use permit (the “HUP”), if issued, is issued on the following terms and conditions and such other terms and conditions as may be set out in the issued HUP, and the following terms and conditions will be deemed to be incorporated in, and will form a part of, the issued HUP.

The Permit Holder will:

1. Release and indemnify the District of North Vancouver, its employees, agents, and elected officials with respect to any property damage or loss, personal injury or death arising directly or indirectly out of any activities under this Permit.
2. Perform all works in accordance with the approved traffic management plan.
3. Not block, impede or interfere with the flow of traffic (vehicle, bicycle, or pedestrian) except as specifically authorized by this Permit, failing which the Special Highway Use Permit Fee will apply.
4. Prepare and distribute notification to all affected property owners, business operators, with a copy to Engineering, Parks and Environment and emergency services. Notification must include description/purpose of any works to be undertaken in the Temporary Street Use Area, dates when the work will begin and end, a description of mitigation measures, if applicable, and contact information (name and telephone number).
5. Contact the following to inform them of the temporary street use:

RCMP	604-985-1311	Fire & Rescue	604-980-7575
Ambulance	604-872-5151	Coast Mountain Bus Company	604-988-4105

6. Notify the District’s Bylaw Department (604-990-2400) to remove unauthorized vehicles parked in the area specified on the permit and clearly marked with signage.
7. Keep the Temporary Street Use Area tightly sealed off to pedestrian and vehicular traffic and use the Temporary Street Use Area in accordance with the provisions of all District bylaws and only for the purposes set out above.
8. Keep District boulevards and sidewalks adjacent to the Temporary Street Use Area in a safe and clean condition during construction. District streets and lanes adjacent to the Temporary Street Use Area must be kept clear of all materials, mud, and debris during construction. In the event that the surrounding streets become dirty as a result of construction and the Permit Holder fails to clean them immediately upon request by the District, the District will clean the streets and invoice the Permit Holder at cost.
9. Repair any damage to and remove all excess material and debris from the Temporary Street Use Area prior to the expiration of this Permit.
10. Manage and control any surface water runoff.
11. Deposit with the District a letter of credit or certified cheque in the amount deemed necessary by the Municipal Engineer which may be used by the District for costs incurred by the District, including legal and administrative costs, arising directly or indirectly out of a breach of this Permit or the repair or replacement of District streets and facilities.
12. Maintain comprehensive general liability, including contractual liability and not-owned auto liability insurance in the amount of \$5,000,000.00 and provide proof of such insurance upon request by the District. The Policy must (i) name the District as an additional insured; and (ii) provide that the Policy

cannot be cancelled, terminated, materially altered or allowed to expire without 30 days' prior written notice to the District.

13. Renew Permit prior to expiration if extension is anticipated to avoid additional fees. Minimum 5 business days' notice required.
14. Keep a copy of this Permit on-site and produce it on request by a District employee or RCMP.

If any of the terms and conditions of this HUP are not fully complied with at all times, the Municipal Engineer may terminate this HUP immediately. This HUP may also be revoked by the Municipal Engineer at any time for any reason if deemed necessary or desirable by the Municipal Engineer.