



SPECIAL EVENT PERMIT TO USE OR OCCUPY A HIGHWAY OR HIGHWAY RIGHT-OF-WAY

Permit/File Number: 2019-02750
Office: Rocky Mountain District - Cranbrook

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Transportation and Infrastructure

Ministry of Transportation & Infrastructure
Rocky Mountain District
129-10th Avenue South
Cranbrook, BC V1A 2N1

(the "Province")

AND:

ASN Canada FIA - Calgary Sports Car Club
481 North Service Road West
Suite A21
Oakville, Ontario L6M 2V6

(the "Permittee")

WHEREAS:

- A. The Province has use of highway right of way, pursuant to the Transportation Act, the Industrial Roads Act, the Motor Vehicle Act and the Nisga'a Final Agreement Act.
B. The Permittee has requested that the Province issue a permit, pursuant to the Province's authority, for the use of highway right of way in the location and for the purpose(s) hereinafter set out.
C. The Province is prepared to issue such a permit to the Permittee on certain terms and conditions.

ACCORDINGLY, the Province hereby grants to the Permittee a permit (this "Permit") for the use of highway right of way in the location described in section 1 (the "Permit Area"), on the following terms and conditions:

- 1. This Permit is issued for the use of the Permit Area by the Permittee for the following purpose(s): Conduct the 2019 Rocky Mountain Rally on a full closure of 12.1km of Hawke Road, south of Invermere, BC on May 24 and May 26 as detailed in the attached map and event activities description (appendices A &B). The event involves use of Hawke Road on May 24 from 08:00 AM to 12:00 pm to allow teams to drive the route and make pace notes. On May 25 the event will not impact Ministry roads and will only affect Forest Service Roads in the area of Dogleg Lake. The event will use 12.1km of Hawke Road on May 26 from 08:00 AM to 4:00 PM.
2. The Province will designate an official (the "Designated Ministry Official") who will act as the Province's agent in the administration of this Permit in the manner hereinafter set out.
3. The Permittee may enter the Permit Area for the period beginning the 24 day of May, 2019, and ending the 26 day of May, 2019 inclusive (the "Term").
4. This Permit will expire on the last day of the Term, or on such earlier date of termination as is provided for in this Permit.
5. The Term of this Permit may be extended past the expiration date, provided that the Province, in its sole discretion, has agreed with the Permittee with respect to the length of the extension and such extension is issued in writing prior to the expiration of the Permit.



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6. The Permittee must observe, abide by and comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area including, without limitation, the safety of the individual persons involved and the public at large and, at all times, the Permittee must safeguard the travelling public.
7. Except as specifically provided for in this Permit, the Permittee must, at all times, keep the Permit Area open to traffic and, when necessary, the Permittee must ensure that the roadway is completely restored for traffic as soon as possible.
8. The Permittee is required to complete a Traffic Control Template
  - The completed Traffic Control Template is to be submitted to the district office no later than 14 days before the special event.
  - A copy of the completed and accepted Traffic Control Template is to be kept on site by the person responsible for traffic management and for the duration of the event.
  - This completed and accepted Traffic Control Template is to be made available upon request.
  - IF a Traffic Control Template is required, see Appendix A.
9. The Permittee must not commit or cause any willful or voluntary waste, spoil, destruction or nuisance on or around the Permit Area or cause to be done on the Permit area, anything that may be or become a nuisance or annoyance to any owner or occupier of adjoining land or lands in the vicinity of the Permit Area.
10. The Permittee must keep the Permit Area in a safe, clean and sanitary condition satisfactory to the Province and, at the request of the Designated Ministry Official, make the Permit Area safe, clean and sanitary.
11. The Permittee must not bring on to the Permit Area, or cause or permit any part of the Permit Area to be used for the storage or disposal of, any hazardous, toxic, dangerous or potentially dangerous, wastes, materials or substances capable of causing contamination to air, land or water.
12. The Permittee must not construct, erect or place any buildings, structures or other improvements on, or otherwise deface, the Permit Area unless specifically stated in this Permit.
13. The Permittee must provide, maintain and have available at all times, sufficient staff with necessary training and certifications, facilities appropriate for the Permit Area, materials, and equipment, and expertise to ensure the lawful production, management, administration and operation of the event as described in section 1 of this Permit.
14. On the expiration or earlier termination of this Permit, the Permittee will:
  - a. peaceably quit and deliver possession, custody and control of the Permit Area; and
  - b. remove all buildings, machinery, equipment and any other apparatus, and all improvements to, or things on, the Permit Area, at its own expense, as the Designated Ministry Official may direct;and, to the extent necessary, this provision will survive the expiration or earlier termination of this Permit.
15. The Permittee must obtain, and maintain in force and effect during the Term, insurance in form, content and amounts acceptable to the Province, as required by the Designated Ministry Official.



16. The Permittee will comply with the following insurance requirements:

- The Permittee must, without limiting its obligations or liabilities under this Permit, at its expense, maintain during the Term, Commercial General Liability Insurance, including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$5,000,000 for bodily injury, death or property damage arising from any one accident or occurrence. The insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting under this Permit.
- The following clause is to be endorsed onto the policy(s):
- Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:
- Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of Liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered in to between the Insured and the Additional Named Insured.
- If any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.
- Prior to the issuance of this Permit, the Permittee must deliver to the Designated Ministry Official evidence of the required insurance by way of the completed Ministry of Transportation and Infrastructure Certificate of Insurance (Form H0111), as attached to this Permit, duly executed by the authorized representative of the insurer. For Automobile Liability insurance ONLY, evidence may be provided either by a Ministry of Transportation and Infrastructure Certificate of Insurance OR a duly executed I.C.B.C. APV47 or APB150L form. If any insurance policies expire during the Term of the Permit, evidence of renewal of the insurance coverage must be provided prior to the expiry date of the policy(s).
- Insurance requirements are as required by the Designated Ministry Official.

17. As a condition of this Permit, the Permittee indemnifies and saves harmless the Province and its employees, servants, contractors and agents against any and all losses, claims, damages, actions, costs and expenses including, but not limited to, fees of solicitors and other professional advisors, made against or incurred, suffered or sustained by the Province (whether before or after the expiration or earlier termination of this Permit), arising out of or in connection with:

- a. any breach, violation or nonperformance of any condition or term in this Permit by the Permittee; or
- b. any personal injury, death or property damage occurring on the Permit Area or happening by virtue of the Permittee's possession, control and/or custody of the Permit Area,

and this indemnity will survive the expiration or earlier termination of this Permit.

18. In the event that the Permittee, in the reasonable opinion of the Designated Ministry Official:

- a. fails to make diligent use of the Permit Area for the purpose(s) permitted herein,
- b. fails to observe or perform any of the terms, conditions and provisions contained herein, or
- c. misrepresented or withheld any fact material to granting the Permittee the use of the Permit Area,

the Province may, in its sole discretion, cancel this Permit, such termination to be effective immediately upon notification of the Permittee, and the rights herein granted with respect to the Permit Area will be deemed to be null and void as against the Permittee.



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19. In the event that the Permittee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with its creditors, this Permit will be deemed to be cancelled as of the date of the act.
20. The Permittee must not at any time before or during the Term of this Permit assign this Permit for all or any part of the Permit Area or the rights hereunder in any manner whatsoever without the prior written consent of the Province.
21. This Permit will be governed by and construed in accordance with the laws of the Province of British Columbia.
22. No term or condition of this Permit will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a term or condition of this Permit will not be construed as, or constitute a waiver of, any further or other breach of the same or any other term or condition of this Permit, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
23. No remedy conferred upon or reserved to the Province under this Permit is exclusive of any other remedy in this Permit or provided by law, but that remedy will be in addition to any other remedy existing or available to the Province pursuant to this Permit or then existing at law, in equity or by statute.
24. If any section of this Permit or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected thereby and will be enforceable to the fullest extent permitted by law.
25. A reference in this Permit to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it, and any enactment passed in substitution therefore or replacement thereof.
26. As a condition of this Permit, the Permittee unconditionally agrees with the Province that the Permittee is the prime contractor, as described in section 118 of the *Workers Compensation Act*, for the purposes of the work described by this Permit, at the work location described in this Permit, and that the Permittee will observe and perform all of the duties and obligations which fall to be discharged by the prime contractor pursuant to the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*.
27. Nothing in the Permit shall limit or amend the statutory authority of the Minister pursuant to Section 62 of the Transportation Act.
28. The Permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in coordinating site safety: overhead hazards, particularly electrical or telecommunications lines; buried utilities, particularly electrical, telecommunication and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter.
29. This permit is valid only for the specific stated special event activities herein. Any alterations or additions to the route or activities must be covered by a separate permit.
30. This permit does not relieve the applicant of any obligation with regard to adherence to the Transportation Act, Motor Vehicle Act or any other Act or Regulation with respect to this event.
31. If the Permittee proceeds on this agreement, it is deemed all terms and conditions have been accepted.
32. The safety of the public (including participants) shall at all times be the prime consideration and all those involved in this event shall conduct themselves in a manner that will not create hazard to participants, other pedestrians or the motoring public.
33. This Permit is valid for a 5 year period starting in 2019 and ending in 2024. The Permittee must submit renewed Certificate of Insurance provided directly from a qualified insurance broker and revisions to the Traffic Control Plan 14 days in advance of the event date.



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34. Ministry contact person for this permit is Laura Branswell, District Development Technician - (250) 426-1516 or [laura.branswell@gov.bc.ca](mailto:laura.branswell@gov.bc.ca).

This Permit cancels and replaces: 2017-02960

The rights granted to the Permittee in this Permit are to be exercised only for the purpose(s) set out in section 1 of this Permit.

**SIGNED** on behalf of **Her Majesty the Queen in right of the Province of British Columbia**, by a duly authorized representative of the Minister of Transportation and Infrastructure, on the 22 day of May, 2019

A handwritten signature in cursive script that reads "Branswell".

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*Laura Branswell – District Development Technician*  
For the Minister of Transportation and Infrastructure



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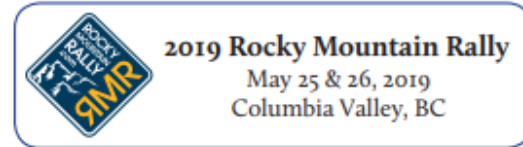
## Appendix A







Appendix B



Tim Nugent  
Ministry of Transportation and Infrastructure  
Rocky Mountain District - Cranbrook

May 12, 2019

Mr. Nugent,

I am writing on behalf of the Calgary Sports Car Club, the organising club for the 2019 Rocky Mountain Rally, to request road closure permissions for the event. I have attached an extensive overview of the event operations, including detailed maps of the roads being used. This document outlines all of the roads we are using, many of which are Forest Service Roads, to provide you with a complete view of the event. I am submitting a similar request to Dave Rebagliati at the Ministry of Forests, Lands and Natural Resource Operations.

This year's event is similar to the of the 2018 event, with the addition of a new Forestry road on Saturday.

The event carries a \$5,000,000 general liability insurance policy that will list 'Her Majesty the Queen in the right of the Province of British Columbia as represented by the Minister of Transportation together with the employees, agents and servants of the Minister' as an additional insured. Please advise if you would prefer different wording in the certificate. We will forward you a copy of the insurance certificate once we receive it.

The specific road closures we are looking at are as follows:

**Friday May 24, 2019 (Forestry and Transportation)**

Following some concerns from last year's event, we are looking for a 'soft closure' of the the route including Hawke Road, Brewer Creek FSR, and Brewer Ridge FSR, to a total distance of about 18km from Westside Road, to be controlled between 8:00 am and 12:00 pm. During this time we will have the teams driving the route and making their pace notes for the event but will place volunteers at all major junctions to advise other users of the increased traffic and the direction the traffic is headed. (see attached maps for detailed route)

**Saturday May 25, 2019 (Forestry)**

The roads in the area of Dogleg Lake, including Dogleg FSR, Horsethief Dogleg Forster FSR, Forster Creek FSR, Steamboat West FSR, Spur 4, and Steamboat West FSR to be controlled between 10:00 am and 8:30 pm. (see attached maps for detailed route)

**Sunday May 26, 2019 (Forestry and Transportation)**

The route including Hawke Road, Brewer Creek FSR, and Brewer Ridge FSR, to a total distance of about 18km from Westside Road, to be controlled between 8:00 am and 4:00 pm. (see attached maps for detailed route)

Both time windows are generous and allow us to properly secure the roads for safe use in the event as well as keep them closed late enough to manage any minor event delays. Should we face any significant delays we would reduce our event mileage to avoid further impact on other users.

I trust that this document and its attachments will answer any questions you have about our planned event. If you do have any questions - or want further clarification - please contact me directly at chair@RockyMountainRally.com, Keith@Morison.ca, or by cell phone at 403-510-5689.

Sincerely,

Keith Morison  
Organising Committee Chair  
2019 Rocky Mountain Rally  
Chair@RockyMountainRally.com