

SCHEDULE "12"

COMMERCIAL VEHICLES PERMIT AGREEMENT

THIS COMMERCIAL VEHICLES PERMIT AGREEMENT dated for reference the @ day of @, @.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for the Transportation Act

(the "Province")

AND

@, a body corporate, incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. @ and having its registered office at @, @, @

(the "Contractor")

WHEREAS

A. The Province may, when it is in the public interest, enter into agreements exempting in whole or in part, commercial vehicles from the CTA (as defined herein) and regulations made thereunder, and from fees prescribed therein, and may in such agreements prescribe the terms for the operation of such commercial vehicles on designated highways;

B. The Province, having determined that it is in the public interest, hereby enters into this Commercial Vehicles Permit Agreement whereby certain exemptions are granted on the terms set out in this Commercial Vehicles Permit Agreement; and

C. This Commercial Vehicles Permit Agreement is entered into concurrently with the Highway Maintenance Agreement (herein defined).

NOW THEREFORE in consideration of the premises and the covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the Province and the Contractor agree as follows:

1. Definitions

1.1 In this Commercial Vehicles Permit Agreement, unless the context otherwise requires:

- (a) "Commencement Date" means the same as it is defined in the Highway Maintenance Agreement;
- (b) "CTA" means the *Commercial Transport Act*, R.S.B.C. 1996, c. 58;
- (c) "CT Regulations" means the *Commercial Transport Regulations* BC Reg. 30/78;
- (d) "CT Fees Regulation" means the *Commercial Transport Fees Regulation* BC Reg. 328/91;
- (e) "Event of Default" means any event described in section 10.3 of this Commercial Vehicles Permit Agreement;

- (f) **"Highways"** means the same as it is defined in the Highway Maintenance Agreement;
- (g) **"Highway Maintenance Agreement"** means that highway maintenance agreement entitled "Highway Maintenance Agreement Service Area @", dated as of the date of this Commercial Vehicles Permit Agreement and made between Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister Responsible for the Transportation Act and the Contractor, as that agreement may be amended from time to time;
- (h) **"Services"** means the same as it is defined in the Highway Maintenance Agreement;
- (i) **"Specialized Equipment"** means any equipment, other than a Vehicle, that satisfies the criteria in section 2.5 of this Commercial Vehicles Permit Agreement;
- (j) **"Term"** means the same as it is defined in the Highway Maintenance Agreement;
- (k) **"Vehicle"** means a motor vehicle designed or used primarily for the transportation of property, that satisfies the criteria in section 2.5 of this Commercial Vehicles Permit Agreement;
- (l) **"Winter Services"** means all activities related to the removal and control of Winter Accumulation from the Travelled Lanes and Shoulders, including, but not limited to, plowing, patrolling, and snow blowing activities and the application of Winter Abrasives and Winter Chemicals; and
- (m) **"Working Day"** means any day which is not a Saturday, a Sunday or a day on which Provincial government offices are closed in British Columbia.

2. Application of permit

- 2.1 Except for the exemptions set out in this Commercial Vehicles Permit Agreement, the Contractor shall comply with all laws applicable to the Vehicles and Specialized Equipment.
- 2.2 The terms of this Commercial Vehicles Permit Agreement are in addition to, and not in substitution for, the other provisions of the Highway Maintenance Agreement, including, but not limited to, Schedule 11 ("Equipment Requirements").
- 2.3 Subject to the terms of this Commercial Vehicles Permit Agreement, this Commercial Vehicles Permit Agreement shall commence on @, the Commencement Date, and shall continue in effect during the Term, unless earlier terminated in accordance with this Commercial Vehicles Permit Agreement.
- 2.4 The Contractor shall take all necessary measures and shall cause all necessary measures to be taken to ensure that operators of any Vehicles or Specialized Equipment subject to this Commercial Vehicles Permit Agreement are acting in compliance with this Commercial Vehicles Permit Agreement.
- 2.5 The exemptions granted under this Commercial Vehicles Permit Agreement apply to Vehicles and Specialized Equipment that,
 - (a) are capable of traveling on their own wheels;
 - (b) are owned, leased, subcontracted or hired by the Contractor; and
 - (c) are operated for the purpose of performing the Services or the Winter Services, as the case may be,

during such periods of time that the Vehicles and Specialized Equipment are being operated on the Highways for the purpose of:

- (d) performing the Services, or if such purpose is expressly limited in this Commercial Vehicles Permit Agreement to the performance of Winter Services, then only during such periods of time that the Vehicles and Specialized Equipment are being operated on the Highways for the purpose of performing Winter Services; or
- (e) travelling to and from locations where the Services or the Winter Services, as the case may be, are to be, or were, performed.

2.6 The appointment of subcontractors or the hiring of equipment by the Contractor shall not relieve the Contractor of its responsibility to perform and comply with all terms of this Commercial Vehicles Permit Agreement, or for the quality of work, materials and services provided by it.

3. Dimensional restrictions

3.1 Vehicles are exempt from the width restrictions in section 7.06 of the CT Regulations on the following terms:

- (a) a Vehicle without plow blade attachments shall not exceed 2.6 metres in total outside width, including its load;
- (b) plow blades installed on a Vehicle shall not exceed 5.2 metres in total outside width;
- (c) plow extensions shall not extend past the left side of a Vehicle unless:
 - (i) the left side plow extension is immediately retractable by the driver of the Vehicle, using cab controls while performing plowing operations; and
 - (ii) the left side plow extension has flashing 10 cm size amber lights installed on the plow left extremity that are visible from front and rear;
- (d) if a Vehicle, including its plow blade attachments, has a total outside width of 3.2 metres or less:
 - (i) red flags shall be prominently displayed on each end of the front bumper of the Vehicle and on all four corners of the load/trailer; and
 - (ii) for night operation, lights shall be installed on the extremities, with amber lights facing forward, and red lamps facing rear,

in lieu of complying with section 8.05 of the CT Regulations;
- (e) if a Vehicle, including its plow blade attachments, has a total outside width of greater than 3.2 metres:
 - (i) red flags shall be prominently displayed on each end of the front bumper of the Vehicle and on all four corners of the load/trailer;
 - (ii) for night operation, lights shall be mounted on and displayed from the extremities, with amber lights facing forward, and red lamps facing rear;

- (iii) a permanently mounted rotating beacon in compliance with Schedule 11 ("Equipment Requirements") shall be mounted on and displayed from the Vehicle; and
- (iv) flashing 10 cm size amber lights and red flags shall be mounted on the extremities of all right side wings and all plow extensions, left or right side, visible from front and rear,
in lieu of complying with section 8.05 of the CT Regulations;
- (f) if plow blades are installed on a Vehicle, all wing plow extensions must be retracted or removed when the Vehicle is not used in the actual process of performing Winter Services; and
- (g) if plow blades are installed on the front of a Vehicle:
 - (i) the front blades on single steering axle Vehicles shall not project more than 5.0 metres forward of the centre of the front steering axle of the Vehicle;
 - (ii) the front blades on tandem steering axle Vehicles shall not project more than 5.6 metres forward of the centre of the front steering axle of the Vehicle;
 - (iii) red flags shall be prominently displayed on each end of the front bumper of the Vehicle and on all four corners of the load/trailer;
 - (iv) for night operation, lights shall be mounted on and displayed from the extremities, with amber lights facing forward, and red lamps facing rear;
 - (v) a permanently mounted rotating beacon in compliance with Schedule 11 ("Equipment Requirements") shall be mounted on and displayed from the Vehicle; and
 - (vi) when the Vehicle is not used in the actual process of performing the Winter Services, the front blades must be retracted or reduced.

3.2 Specialized Equipment is exempt from the width restrictions in section 7.06 of the CT Regulations on the following terms:

- (a) if the Specialized Equipment has a total outside width greater than 2.6 metres and not more than 5.2 metres:
 - (i) red flags shall be prominently displayed on each end of the front bumper of the Specialized Equipment and on all four corners of the load/trailer;
 - (ii) for night operation, lights shall be mounted on and displayed from the extremities, with amber lights facing forward, and red lamps facing rear or on the front chassis of the Specialized Equipment, as applicable; and
 - (iii) a permanently mounted rotating beacon in compliance with Schedule 11 ("Equipment Requirements") shall be mounted on and displayed from the Specialized Equipment;
- (b) if blade extensions are installed on the Specialized Equipment, the blade extensions shall be retracted or reduced when the Specialized Equipment is not used in the actual process of performing the Services;

- (c) tow plows that are fully extended, when combined with the tow Vehicle, shall not exceed 8.0 metres in total outside width; and
- (d) tow plows shall follow directly behind the tow vehicle, and shall be retracted when not being used in the actual process of performing Winter Services.

4. Tire load weight restrictions

4.1 While being operated to perform Winter Services, and/or when travelling to and from locations where the Winter Services are to be, or were, performed, Vehicles are exempt from the tire load weight restrictions prescribed in the following CT Regulations on the following terms:

- (a) for single drive axle Vehicles:
 - (i) gross weight on the steering axle tires shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
 - (ii) gross weight on the drive axle tires shall not exceed 115% of the weights prescribed in Appendix B of the CT Regulations;
- (b) for tandem drive axle Vehicles:
 - (i) gross weight on the steering axle tires shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
 - (ii) gross weight on the tandem drive axle tires shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
- (c) for tridem drive axle Vehicles:
 - (i) gross weight on the steering axle tires shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
 - (ii) gross weight on the tridem drive axle tires shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations.

5. Axle load weight restrictions

5.1 While being operated to perform Winter Services, and/or when travelling to and from locations where the Winter Services are to be, or were, performed, Vehicles are exempt from the axle load weight restrictions prescribed in the following CT Regulations on the following terms:

- (a) for single drive axle Vehicles, gross weight on the drive axle shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations;
- (b) for tandem drive axle Vehicles:
 - (i) gross weight on the steering axle shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
 - (ii) gross weight on the tandem drive axle shall not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and

- (c) for tridem drive axle Vehicles:
 - (i) gross weight on the steering axle must not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
 - (ii) gross load on the tridem drive axle must not exceed 110% of the weight prescribed in Appendix B of the CT Regulations; and
- (d) for Specialized Equipment equipped with blades, buckets, or other snow plowing or snow removal apparatus, gross axle weight must not exceed 110% of the weight prescribed in Appendix B of the CT Regulations.

6. Sundays and general holidays

- 6.1 Persons operating the Vehicles or Specialized Equipment that are subject to this Commercial Vehicles Permit Agreement are exempt from section 7.02(15) of the CT Regulations for so long as, and to the extent that, such persons operate such Vehicles and such Specialized Equipment in compliance with this Commercial Vehicles Permit Agreement.

7. Headlamps

- 7.1 Vehicles shall be equipped with one or 2 headlamps mounted on each side of the front of the Vehicle, in addition to the number of headlamps required by applicable laws, and such additional headlamps shall be mounted at a height exceeding the requirements of the applicable laws, provided that:
 - (a) at any time that the headlamps are in use, only one set of either the headlamps required by applicable laws or the additional headlamps required by this Commercial Vehicles Permit Agreement shall be illuminated;
 - (b) such Vehicles shall be equipped with a toggle device that allows the Contractor to alternate illumination of the headlamps required by applicable laws and the additional headlamps required by this Commercial Vehicles Permit Agreement; and
 - (c) the additional headlamps required by this Commercial Vehicles Permit Agreement shall be illuminated only at the times that plow blades are installed on such Vehicles.
- 7.2 The Contractor shall take all necessary measures and shall cause all necessary measures to be taken to ensure that:
 - (a) the Vehicles carrying the additional headlamps required by this Commercial Vehicles Permit Agreement pursuant to section 7.1 have the necessary and properly functioning toggle device;
 - (b) at no time shall the operator of any such Vehicle illuminate the headlamps required by applicable laws and the additional headlamps required by this Commercial Vehicles Permit Agreement at the same time; and
 - (c) if the plow blades are removed from any such Vehicle, the operator of any such Vehicle shall illuminate only the headlamps required by applicable laws and not the additional headlamps required by this Commercial Vehicles Permit Agreement.

8. Free permit

- 8.1 Subject to full compliance with the terms of this Commercial Vehicles Permit Agreement, the Contractor is exempt from the requirements set out in the CTA and/or the CT Fees Regulation to pay for the issuance by the Province to the Contractor of any permission to operate the Vehicles or Specialized Equipment that are subject to this Commercial Vehicles Permit Agreement in the manner contemplated by this Commercial Vehicles Permit Agreement.

9. Production of permit

- 9.1 Every operator of a Vehicle or Specialized Equipment that is subject to this Commercial Vehicles Permit Agreement shall, at all times, carry a copy of this Commercial Vehicles Permit Agreement in such Vehicle or Specialized Equipment.
- 9.2 In addition, by not later than 36 hours from demand by the Province on the operator of such Vehicle or Specialized Equipment, the Contractor must produce, to the satisfaction of the Province, evidence that Contractor has obtained this Commercial Vehicles Permit Agreement and that the Vehicle or Specialized Equipment relating to the Province's demand was being operated in compliance with the requirements of this Commercial Vehicles Permit Agreement.

10. Termination

- 10.1 Despite any other provision of this Commercial Vehicles Permit Agreement, the Province may at any time during the Term terminate or suspend this Commercial Vehicles Permit Agreement, in whole or in part, by written notice to the Contractor if the Province considers such termination or suspension to be required in the public interest.
- 10.2 If, for any reason, the Highway Maintenance Agreement is terminated or the Contractor is terminated or otherwise ceases to be the Contractor under the Highway Maintenance Agreement, then this Commercial Vehicles Permit Agreement shall automatically terminate effective on the date of termination of the Highway Maintenance Agreement or on the date that the Contractor is terminated or otherwise ceases to be the Contractor under the Highway Maintenance Agreement, as the case may be.
- 10.3 Any of the following events shall constitute an event of default under this Commercial Vehicles Permit Agreement, whether the event is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:
- (a) an Event of Default, as defined in the Highway Maintenance Agreement, occurs under section 18.1 of the Highway Maintenance Agreement; or
 - (b) the Contractor, any subcontractor or any operator of a Vehicle or Specialized Equipment that is subject to this Commercial Vehicles Permit Agreement fails to observe, perform or comply with any term of this Commercial Vehicles Permit Agreement,

and upon the occurrence of any such Event of Default, the Province may exercise any right or remedy which the Province may have at law or in equity, including, but not limited to, termination of this Commercial Vehicles Permit Agreement.

11. Notices

11.1 Any notice, document, statement, report, demand or payment to be given or made under this Commercial Vehicles Permit Agreement, shall be in writing and shall be given or made by personal delivery, by courier service, by mail in Canada, or by email transmission, to the following addresses:

(a) if to the Province or the Minister (or both of them):

Ministry of Transportation and Infrastructure
@

Email: @
Attention: District Manager, Transportation

with a copy to:

Ministry of Transportation and Infrastructure
Rehabilitation and Maintenance Branch
4C-940 Blanshard Street
Victoria, BC V8W 3E6

Email: Maintenance.Programs@gov.bc.ca
Attention: Manager, Maintenance Contracts Procurement

(b) if to the Contractor:

@

Email: @
Attention: @

11.2 Any such notice, document, statement, report, demand or payment so mailed shall be deemed given to and received by the addressee on the third Working Day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment shall be deemed given to and received by the addressee when actually delivered to the particular address set out above.

11.3 Any notice, document, report, statement, demand or payment delivered by email shall be conclusively deemed validly given to and received by the intended recipient on the day on which it was transmitted (or, if such day is not a Working Day or such notice or communication was delivered or transmitted after 5:00 pm (recipient's time), on the next following Working Day).

11.4 Either party may, from time to time, advise the other by notice in writing of any change of address or email of the party giving such notice and, from and after the giving of such notice, the address or email therein specified shall, for purposes of this Commercial Vehicles Permit Agreement, be deemed to be the address or email of the party giving such notice.

12. Miscellaneous

12.1 The Contractor shall treat as confidential and shall not, without the prior written consent of the Province, publish, release, or disclose, or permit to be published, released or disclosed either before or after the

expiration or termination of this Commercial Vehicles Permit Agreement, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Commercial Vehicles Permit Agreement, except insofar as such publication, release or disclosure is required by law or is strictly necessary to enable the Contractor to fulfill the obligations of the Contractor under this Commercial Vehicles Permit Agreement .

- 12.2 This Commercial Vehicles Permit Agreement (together with the Highway Maintenance Agreement, including all Schedules thereto) constitutes the entire agreement between the parties in respect of the subject matter of this Commercial Vehicles Permit Agreement and no understandings, representations, contracts, or agreements, oral or otherwise, exist between the parties with respect to the subject matter of this Commercial Vehicles Permit Agreement except as expressly set out in this Commercial Vehicles Permit Agreement. The Contractor agrees that in entering into this Commercial Vehicles Permit Agreement, the Contractor has not and does not rely upon any previous representation of the Province, or of servants, employees, agents, or representatives of the Province, whether expressed or implied, or upon any inducement or agreement of any kind or nature. Except as expressly set out in this Commercial Vehicles Permit Agreement, all prior understandings, negotiations, representations, contracts or agreements are hereby canceled.
- 12.3 The Contractor shall not assign, sub-permit, or sub-contract, either directly or indirectly, this Commercial Vehicles Permit Agreement or any rights or exemptions of the Contractor under this Commercial Vehicles Permit Agreement.
- 12.4 Each of the parties shall, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Commercial Vehicles Permit Agreement .
- 12.5 Public disclosure of this Commercial Vehicles Permit Agreement and any documents or other records pertaining to this Commercial Vehicles Permit Agreement which are in the custody or under the control of the Province, shall be governed by the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165.
- 12.6 Time shall be of the essence of this Commercial Vehicles Permit Agreement.
- 12.7 All provisions of this Commercial Vehicles Permit Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, shall survive the expiration or termination of this Commercial Vehicles Permit Agreement.
- 12.8 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Commercial Vehicles Permit Agreement shall be effective unless it is in writing and no such waiver shall be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, shall not constitute a waiver by such party of any of its rights against the other party.
- 12.9 If any provision of this Commercial Vehicles Permit Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Commercial Vehicles Permit Agreement and the application of such provision to any other person or circumstance shall not be affected or impaired thereby and shall be valid and enforceable to the extent permitted by law.

- 12.10 Subject to section 12.11, this Commercial Vehicles Permit Agreement may only be amended by a further written agreement executed by both parties.
- 12.11 The Province may, by written notice to the Contractor, amend this Commercial Vehicle Permit Agreement as necessary to reflect changes to the Specifications.
- 13. Miscellaneous**
- 13.1 A reference in this Commercial Vehicles Permit Agreement:
- (a) to a statute whether or not that statute has been defined, 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 therefor or in replacement thereof; and
 - (b) to any other agreement between the parties means that other agreement as it may be amended from time to time by the parties.
- 13.2 Unless the context otherwise requires, any reference to "this Commercial Vehicles Permit Agreement" means this instrument and any reference in this Commercial Vehicles Permit Agreement to any section, subsection or paragraph by number is a reference to the appropriate section, subsection or paragraph in this Commercial Vehicles Permit Agreement.
- 13.3 The headings or captions in this Commercial Vehicles Permit Agreement are inserted for convenience only and do not form a part of this Commercial Vehicles Permit Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Commercial Vehicles Permit Agreement.
- 13.4 In this Commercial Vehicles Permit Agreement, "person" includes a corporation, firm, association and any other legal entity and wherever the singular or masculine is used it shall be construed as if the plural, the feminine or the neuter, as the case may be, had been used where the context or the parties so require, and wherever the plural or the feminine or the neuter is used it shall be construed as if the singular or masculine, as the case may be, had been used where the context or the parties so require.
- 13.5 In this Commercial Vehicles Permit Agreement, the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.
- 13.6 No provision of this Commercial Vehicles Permit Agreement is intended to derogate from or be inconsistent with or in conflict with any applicable laws and should not be interpreted in a manner as to result in any derogation, inconsistency or conflict and if any such provision is found by a court of competent jurisdiction to be inconsistent with or in conflict with any applicable laws, the applicable laws shall prevail and such provision shall be read down or rendered inoperative (either, generally or in such particular situation, as appropriate), to the extent of such conflict or inconsistency, as the case may be, and if any such provision is found by a court of competent jurisdiction to derogate from any applicable laws, then such provision shall be read down or rendered inoperative (either, generally or in such particular situation, as appropriate) to the extent of the derogation.
- 13.7 This Commercial Vehicles Permit Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the courts of competent jurisdiction, within the province of British Columbia, shall have exclusive jurisdiction with

respect to any legal actions commenced to enforce the provisions of this Commercial Vehicles Permit Agreement.

The parties have executed this Commercial Vehicles Permit Agreement by their duly authorized representatives or officers as follows:

SIGNED on behalf of **Her Majesty the Queen in Right of**)
the Province of British Columbia by a duly)
)
authorized representative of the Minister Responsible for the)
Transportation Act on the ___ day of @, @,)
)
)
_____)
For the Minister Responsible for the)
Transportation Act)

THE COMMON SEAL of @ was hereunto affixed on the)
____ day of _____, @ in the presence of:)
)
)
_____)
SIGNATURE)
)
)
_____)
TITLE)

(C/S)