

Bond Agreement

Transportation and Utilities
Policy N49

Policy:	N49 – Bond Agreement
Policy Department(s):	Transportation and Utilities
Adoption Date:	May 3, 2021
Adoption Reference:	CM20210503.012
Effective Date:	August 1, 2021
Last Amended:	August 24, 2026

Policy Purpose

To establish conditions under which commercial vehicles may be permitted to operate at weights inconsistent with the Road Bans and Restricted Bridges Bylaw.

Policy Statement

The County recognizes the importance of protecting road and bridge infrastructure during periods of Road Bans while also supporting the efficient movement of goods and people throughout the region. This policy provides a framework for regulating vehicles whose weight or frequent use may cause excessive infrastructure damage, while allowing consideration for operations that support economic activity and long-term regional prosperity.

Definitions

“Bond Agreement” means an agreement duly executed by the County and the Primary Contractor which establishes the conditions and responsibilities when accessing/travelling roads situated within the County boundaries during periods of Road Bans.

“Bonded portion(s) of road” means the specific segment(s) of County Road identified in the approved map(s) for a Bond Agreement and to which the Primary Contractor’s Permit Number, conditions, fees, and security apply.

“County” means the municipal corporation of the County of Grande Prairie No. 1 having jurisdiction under the Municipal Government Act and other applicable legislation.

“Permit Number” means the permit number issued as a result of entering into a Bond Agreement with the County .

“Primary Contractor” means a person or entity with primary responsibility or authority for vehicles using County roads and who enters into an Agreement with the County.

“Road Ban(s)” means restrictions for travel which have been or may be placed on roads within the County to protect the integrity of the road system during certain conditions and times when these roads are subject to damage.

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“Road Use Agreement (RUA)” means an Agreement duly executed by the County and the Primary Contractor which establishes the terms and conditions of accessing/travelling roads situated within the County boundaries for purposes related to particular projects.

Policy Guidelines

1. The County may in its discretion permit operation of vehicles at weights inconsistent with the Road Bans and Restricted Bridges Bylaw during periods of Road Bans when a Bond Agreement has been executed and a Permit Number has been issued. The County will specify such conditions as it considers reasonable to protect the safety of the public and its infrastructure.
2. Requirements / Conditions
 - 2.1. The Primary Contractor must obtain an annual Road Use Agreement (RUA) with the County which will specify the conditions for hauling, specific to dust, maintenance, safety, and permitting compliance.
 - 2.2. The Primary Contractor must provide a detailed map showing the most direct route of travel to a paved road.
 - 2.3. The Primary Contractor must agree to and comply with all conditions and requirements listed in the “Bond Agreement for the Transportation of Heavy Loads on County Roads” (“Bond Agreement”).
 - 2.4. The Bond Agreement must be fully executed, including payment of securities and fees, prior to releasing the Permit Number to the Primary Contractor.
 - 2.5. Upon execution of the Bond Agreement, the resulting Permit Number is assigned exclusively to the Primary Contractor that entered into the agreement with the County. The Primary Contractor may, at its discretion, provide the Permit Number to other parties performing work on its behalf, subject to the terms and conditions of the Bond Agreement.
 - 2.6. The Primary Contractor shall assume responsibility for all other parties they provide their Permit Number to for use of a Bonded portion(s) of County road.
 - 2.7. Only one (1) Permit Number, per Primary Contractor, will be issued. Permit numbers shall not be shared between Primary Contractors.
 - 2.8. Multiple Primary Contractors may obtain permits for the same Bonded portion(s) of road should operational requirements dictate. Each Primary Contractor will receive a unique Permit Number upon execution of the Bond Agreement.
 - 2.9. Primary Contractors may include multiple portions of road under a single Bond Agreement, and one Permit Number may apply to all bonded portions of road covered by the Bond Agreement.

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- 2.10. Bonding fees and securities will be outlined in the annual County Schedule of Fees, Rates and Charges Bylaw.
- 2.11. If additional or special inspections are required as a result of the Primary Contractor's operations or activities, the Primary Contractor may be required to pay additional inspection fees.
- 2.12. The County reserves the right to deny Bond Agreement requests in its sole discretion.
3. Partnership with the County on road improvements is encouraged to promote longevity and to ensure the protection of the County's transportation infrastructure.
4. The County may provide exceptions/exemptions to the required securities and fees in its sole discretion.
5. All decisions regarding the release of securities shall be made by the County, in its sole discretion. The County will consider a full or partial refund of the security provided under this agreement upon completion of an inspection following the conclusion of the Road Ban season of that current year.
6. Fees collected for Bond Agreements will be used to address the County's administrative costs and, where applicable, retained securities will be used for road work to address the cumulative impacts, maintenance and repairs required as a result of use of County roads by heavy vehicles.
7. The General Manager of Transportation and Utilities, or designate, may deny, amend, or revoke Bond Agreements for breach of this agreement. Upon revocation, all rights associated with the permit terminate.

Attachments

Schedule A – Road Bond Agreement for the Transportation of Heavy Loads on County Roads

References

Legal Authorities	Municipal Government Act, RSA 2000, c M-26 Traffic Safety Act, RSA 2000, c. T-6
Related Plans, Bylaws, Policies, Etc.	Policy B1 – Policy Development Road Bans and Restricted Bridges Bylaw Road Use Agreement Bylaw Schedule of Fees, Rates and Charges Bylaw
Other	N/A

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Revision History

Review Date	Description
August 24, 2026	Reviewed and Amended CM20260824.009
January 27, 2025	Reviewed and Amended CM20250127.018
May 3, 2021	Adoption Date CM20210503.012

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Schedule A – Bond Agreement for the Transportation of Heavy Loads on County Roads

Permit No. _____

BETWEEN:

COUNTY OF GRANDE PRAIRIE NO. 1
of 10001 – 84 Ave, Clairmont,
In the Province of Alberta,
(Hereinafter called “the County”)

of the First Part

AND:

(Company name and address – Hereinafter called the “Primary Contractor”)

of the Second Part

Whereas the County shall authorize the Primary Contractor to transport heavy load(s) as per Schedule “A”:

It is Hereby Agreed as Follows:

1. The County hereby consents to the Primary Contractor using the Bonded portion(s) of road including the operation of equipment or vehicles thereon that might otherwise require a special permit for exemptions from Road Bans to a maximum of 100% legal loads.
2. An inspection of the Bonded portion(s) of road will be conducted at the onset of entering into this formal agreement and upon completion of Road Bans, on dates and times to be determined by the County. Bonded portion(s) of road are to be left in as good condition upon expiry of Road Bans as before entering into this Bond Agreement.
3. A map clearly showing all Bonded portion(s) of road must be provided to the County by the Primary Contractor before bonding is approved.
4. A current Road Use Agreement (RUA) must be in effect before Bond Agreements are approved.
5. Movement of loads may occur only during certain hours as per the Bond Agreement.
6. All movements must comply with applicable governing legislation.

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7. Permits may be suspended or cancelled during wet or inclement weather. Rutting or tracking deeper than 100 mm will result in automatic permit revocation. The County may use securities provided under this Bond Agreement to repair transportation infrastructure damaged by hauling during wet or inclement weather.
8. Traffic control shall occur where required by the General Manager of Transportation and Utilities, or their designate.
9. The Permit Number holder is not authorized to load, reload, or park equipment on County roads without authorization from General Manager of Transportation and Utilities, or their designate.
10. The Primary Contractor shall immediately cease hauling operations if required by the General Manager of Transportation and Utilities or their designate.
11. The County may set out any other conditions they see fit to require the Primary Contractor to qualify for or maintain the County authorization.
12. A designated person from the Primary Contractor will inspect all bonded roads daily and electronically submit reports of conditions, and maintenance to the County.
13. All complaints of non-compliance will be monitored, tracked, and recorded. If complaints accumulate or remain unresolved, securities may be retained or the Bond Agreement revoked, and future Bond Agreement requests may be denied.
14. This Bond Agreement shall remain in effect for a period during Road Bans as set by the Road Bans and Restricted Bridges Bylaw and the current Road Ban Order and is only applicable during Road Ban conditions.
15. The Primary Contractor shall acquire and maintain comprehensive general liability insurance with respect to its operations with an insurer and in an amount and on terms and conditions satisfactory to the County, which may include the requirement that the County be named as an additional named insured and the policy not be capable of cancellation without prior written notification to the County.
16. The Primary Contractor must provide security to the County in the amount set out in the annual County Schedule of Fees, Rates and Charges Bylaw, in a form satisfactory to the County. Security applies to the Primary Contractor's obligations under this Bond Agreement. If the Primary Contractor fails to meet its obligations, within forty-eight (48) hours of notice, the County may draw on the security without restriction.
17. The County is not required to release security until satisfied the Primary Contractor has complied with the Bond Agreement. Following inspection after the current Road Ban season, the County may consider a full refund. All decisions to reduce or release security are at the County's sole discretion.

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18. The Primary Contractor acknowledges and agrees it is responsible for and shall indemnify the County and save the County harmless from any and all liability, damages resulting from the Primary Contractor's operations including without limitation all acts or omissions of any servant, employee, agent, licensee or independent contractor of the Primary Contractor in relation to this Agreement, except where such liability or damages is the result of gross negligence or willful misconduct of the County. Without restricting the generality of the foregoing, the Primary Contractor shall be responsible for ensuring that any customer of the Primary Contractor or other party who hauls any goods or materials with the consent of the Primary Contractor abides by and complies with all of the terms and conditions set out in this agreement and the Primary Contractor shall indemnify and save harmless the County from any and all liability or damages that result from any failure of any such customer or third party to abide by the terms and conditions of this agreement.
19. Failure by the County at any time to require strict performance by the Primary Contractor of any provision of this Bond Agreement will in no way affect the County's rights under this Agreement to enforce such provision, nor will any waiver by the County of any breach be held to be a waiver of any succeeding breach or waiver of any provision.

IN WITNESS WHEREOF the parties hereto have affixed their hands this

_____ day of _____, 20_____.

Applicant Name (please print)

County Representative

Applicant Signature

County Representative Signature

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Emergency Contact:

Name: _____

Cell Number: _____

Phone Number: _____

Email Address: _____

Personal information collected on this form will be used for the purpose of [insert your program/activity/service statement here]. This collection is authorized by Section 4(c) of the Protection of Privacy Act and the information collected will also be subject to the Access to Information Act. For questions about this collection of personal information by the County of Grande Prairie, contact the Access and Privacy Officer at AccessPrivacy@countygp.ab.ca or call 780-532-9722.

FOR OFFICE USE ONLY: (please do not complete)

QUANTITY	DESCRIPTION	AMOUNT	GST
	KILOMETERS x \$25,000 (REFUNDABLE)	\$	EXEMPT
	AGREEMENT FEE (\$1000 + \$300 PER KM) (NON-REFUNDABLE)	\$	TAXABLE
	SUBTOTAL	\$	
	GST	\$	
	TOTAL	\$	

Schedule A - Bond Location Maps

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