



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:	January 27, 2025

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 during periods of road bans within the County of Grande Prairie No.1.

Policy Statement

The County of Grande Prairie No. 1 wishes to provide a policy for the control and regulation of County roads by vehicles whose weight or frequent use, or both, will likely cause damage of County roads beyond that which would be expected by the normal use of County roads during periods of road bans. The County recognizes the need to operate at weights that exceed those dictated by the Road Ban Bylaw to promote and maintain economic efficacy.

Definitions

“Bond Agreement” means an agreement duly executed by the County of Grande Prairie No. 1 and the Prime Contractor which establishes the conditions and responsibilities when accessing/travelling roads situated within the County boundaries during periods of road bans.

“County” means the municipality 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 of Grande Prairie No.1.

“Prime 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 of Grande Prairie.

“Road Ban” 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.

“Road Use Agreement” means an Agreement duly executed by the County of Grande Prairie No. 1 and the Prime Contractor or Sub Contractor which establishes the terms and conditions of



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accessing/travelling roads situated within the County boundaries for purposes related to particular projects.

“Sub-contractor” means a person or entity which is contracted by, affiliated with, or authorized by a Prime Contractor, which will use County roads.

Policy Guidelines

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 assets.

1. Requirements / Conditions

- 1.1. The Prime 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.
- 1.2. The Prime Contractor must provide a detailed map showing the most direct route of travel to a paved road.
- 1.3. The Prime Contractor must agree to and comply with all conditions and requirements listed in the “Road Bond Agreement for the Transportation of Heavy Loads on the County of Grande Prairie No. 1 Roads” (“Bond Agreement”).
- 1.4. The Bonding Agreement must be fully executed, including payment of securities and fees, prior to releasing the Permit Number to the Prime Contractor.
- 1.5. Upon execution of the Bond Agreement, the resulting Permit Number is the property of the Prime Contractor that has entered into the agreement with the County.
- 1.6. The Prime Contractor shall assume responsibility for all Sub-contractors they provide their Permit Number to for use of a bonded portion(s) of County road.
- 1.7. Only one (1) Permit Number, per Prime Contractor, per portion(s) of road will be issued. Permit numbers shall not be shared between Prime Contractors.
- 1.8. Multiple Prime Contractors may obtain permits for and place bonds for the same portion(s) of road should operational requirements dictate. Each Prime Contractor will receive a unique Permit Number upon execution of the Bond Agreement.
- 1.9. Prime Contractors may enter into multiple Bond Agreements with the County.
- 1.10. Bonding fees and securities will be outlined in the annual County of Grande Prairie No.1 Schedule of Fees, Rates and Charges Bylaw. If additional or special inspections are required as a result of the Prime Contractor’s operations or



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activities, the Prime Contractor will be required to pay the County the fee for additional inspections established by the County from time to time.

- 1.11. The County reserves the right to deny Bond Agreement requests in its sole discretion.
2. Partnership with the County on road improvements is encouraged to promote longevity and to ensure the protection of the County's road infrastructure.
3. The County may provide exceptions/exemptions to the required securities and fees in its sole discretion.
4. 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.
5. Fees collected for Road Bond permits 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.
6. The General Manager of Transportation and Utilities or their designate has authority to approve, deny, amend or revoke Bond Agreements without notice. 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

Revision History

Review Date	Description
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 “Prime Contractor”)

of the Second Part

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



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It is Hereby Agreed as Follows:

1. The County hereby consents to the Prime Contractor using the said roads(s) including the operation of equipment or vehicles thereon that might otherwise require a special permit for exemptions from Spring Road Bans to a maximum of 100% legal loads.
2. An inspection of the road(s) in question will be conducted at the onset of entering into this formal agreement and upon completion of Spring Road Bans, on dates and times to be determined by the County. It is the understanding of all parties that the road(s) in question are to be left in as good condition upon expiry of the Spring Road Bans as before entering into this agreement.
3. The Prime Contractor will complete all repairs at their expense, if deemed necessary by the General Manager of Transportation and Utilities or their designate. The County may in its sole discretion complete the required work at the expense of the Prime Contractor.
4. The Prime Contractor agrees to be responsible for repair of any damage to the road(s) or pay for the repairs of the damage as required under this agreement. The road(s) under the agreement are banned to the specified weight restrictions to all users with the exception of that party entering into the agreement and their approved Subcontractor(s).
5. The Prime Contractor shall provide ongoing repairs to the road as may be required upon request of the County Transportation and Utilities Department. The County may in its sole discretion complete the required work at the expense of the Prime Contractor.
6. Repairs and maintenance must be done in real time. After the load(s) have been moved to the destination, the County will determine what works, if any, may be required to the road and the operator shall be so notified to rectify the problem within two (2) days.
7. A pdf. map clearly showing all bonded roads must be provided to the County by the Prime Contractor before bonding is approved.
8. A current Road Use Agreement (RUA) must be in effect before Bond Agreements are approved.
9. Movement of loads may occur only during certain hours as authorized by the General Manager of Transportation and Utilities, or their designate.
10. All movements must comply with applicable Federal, Provincial, and Municipal laws, regulations, policies, and conditions.
11. Permits are not valid during wet conditions or inclement weather, as determined by the County in its sole discretion.
12. All roads are subject to dry track only which means operations must cease if conditions result in tracks and ruts greater than 4" in the entire cross section of the road.
13. Traffic control shall occur where required by the Transportation and Utilities Department.



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14. Maximum speed limits of less than 70 km/hour on gravel roads may be required as a condition of this permit.
15. The permit holder is not authorized to load, reload, or park equipment on County roads without authorization from Transportation and Utilities staff.
16. The Prime Contractor shall immediately cease hauling operations if required by the General Manager of Transportation and Utilities or their designate.
17. The County may set out any other conditions they see fit to require the operator to qualify for or maintain the County authorization.
18. A designated person from the Prime Contractor will inspect all bonded roads daily and electronically submit reports of conditions, and maintenance to the County of Grande Prairie No.1.
19. All complaints of non-compliance will be monitored, tracked, and recorded. Should enough complaints accumulate or remain unresolved a loss of security may result, and bonding refused the following year.
20. This 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.
21. The Prime 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, at the County's sole discretion, 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. If requested by the County, proof of compliance with the requirements of this provision shall be provided to the County prior to commencement of the Prime Contractor's operations.
22. Prior to or at the time of execution of this Agreement, the Prime Contractor shall provide security to the County in the amount outlined in the annual County of Grande Prairie No.1 Schedule of Fees, Rates and Charges Bylaw (in a form and on terms and conditions satisfactory to the County) for the performance of the Prime Contractor's obligations under this Agreement, any Road Use Agreement entered into between the Prime Contractor and the County, and the applicable bylaws (the "Applicable Requirements"). In the event that the Prime Contractor is in default of any term or condition of any of the Applicable Requirements and has not remedied the default within forty-eight (48) hours of being advised by the County to do so, the County is entitled to payment from and may without restriction unilaterally draw upon the security provided to the County under this agreement. Without limitation to the generality of the foregoing, the County shall be entitled to draw upon the security provided to the County under this agreement for any unpaid costs pursuant to paragraph 24 or 25 of this agreement.



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23. The County shall not be required to release the security under this agreement until the County is satisfied that the Prime Contractor is in full compliance with all of the Applicable Requirements. Without limitation to the foregoing, the County will consider a full 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. All decisions regarding the reduction or release of security shall be made by the County, in its sole discretion.
24. In the event the Prime Contractor fails, in the opinion of the County, to perform any of its obligations or undertakings pursuant to this agreement, the Prime Contractor shall pay on demand to the County all reasonable costs and expenses incurred by the County in enforcing or in attempting to enforce, or both, the terms and conditions of this Agreement, including, without restricting the generality of the foregoing, all legal fees and disbursements incurred by the County on a solicitor and own client full indemnity basis.
25. In the event that the County is required to conduct any additional or special inspections as a result of the Prime Contractor's operations or other actions or inactions (including but not limited to inspections as a result of complaints received by the County), the Prime Contractor shall be responsible to pay the County the applicable inspection fees established by the County from time to time in addition to any application or inspection fees already paid or payable by the Prime Contractor, which costs shall be payable by the Prime Contractor to the County on demand.
26. The Prime Contractor acknowledges and agrees it is responsible for and shall indemnify the County and save the County harmless from any and all liability, damages or costs (including legal costs on a solicitor and own client basis) resulting from the Prime Contractor's operations including without limitation all acts or omissions of any servant, employee, agent, licensee or independent contractor of the Prime 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 Prime Contractor shall be responsible for ensuring that any customer of the Prime Contractor or any third party who hauls any goods or materials with the consent of the Prime Contractor abides by and complies with all of the terms and conditions set out in this agreement and the Prime 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.
27. The Prime Contractor shall provide payment for all fees and securities prior to transporting heavy loads on the bonded portion(s) of County roads.
28. The County has authority to suspend, amend or revoke Bond Agreements for any reason on fifteen (15) days' written notice to the Prime Contractor, or for breach of this agreement on twenty-four hours' (24) notice.
29. Failure by the County at any time to require strict performance by the Prime Contractor of any provision of this 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



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held to be a waiver of any succeeding breach or waiver of any provision. Time shall be of the essence of this agreement.

THIS AGREEMENT IS NOT IN EFFECT ON PROVINCIAL HIGHWAYS OR WITHIN URBAN MUNICIPALITIES.

IN WITNESS WHEREOF the parties hereto have affixed their hands this _____ day of _____, 20____.

Applicant Name (please print)

County Representative
County of Grande Prairie No. 1

Applicant Signature

County Representative Signature



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Please Provide the Following Information in Case of Emergencies

Emergency Contact:

Name: _____

Cell Number: _____

Phone Number: _____

Email Address: _____

The personal information requested on this form is being collected for contact for road bans under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act and is protected by the FOIP Act. If you have any questions about the collection, contact our FOIP Coordinator at (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
TOTAL		\$	

Schedule A - Bond Location Maps