

Agreement: Overload / Weight Restrictions

BETWEEN

AND

Flagstaff County

(the "County", "we", "us", or "our" as applicable) at the following address:

(the "Agreement Holder", Company, "you", or "your" as applicable) at the following address:

Box 358 Sedgewick Alberta T0B 4C0

Telephone: (780)384-4100

Fax: 384-3635

Telephone:

Fax:

County Representative: Jonathan Dahl, Municipal Services Director

Agreement Holder Representative:

Subject to the following terms and conditions the Agreement Holder is authorized to transport any goods, freight, etc. over the roads listed in **Schedule A** attached. The gross vehicle weight of all axles, or axle group may exceed the percentage axle weight posted (Road Ban Committee Ban Order) but shall not exceed one-hundred percent (100%) of the gross weight of all axles or axle group of a vehicle or combination of vehicles as determined by the Traffic Safety Act and regulations.

Terms and Conditions

1. Inspection

The County will undertake a pre and post inspection of the road (s) under this agreement to assess road conditions. An administration inspection fee of two hundred and fifty dollars (**\$250**) for each road location requested shall be charged to the Company. Both the pre and post inspections must be initiated by the Company. The pre and post inspection may be conducted in the presence of a representative of the Company upon the Company's request.

2. Road Damages

The Company accepts responsibility for all road damages caused as a result of its use. The Company will provide security (bond, certified cheque, money order or irrevocable letter of credit) in the amount of twenty five thousand dollars (**\$25,000**) for the Energy or Oil/Gas & Private Trucking Companies or five thousand dollars (**\$5,000**) for the Agriculture Sector or Hamlet Traffic, payable to the County on demand by the County.

The County may after the post inspection of the road(s), at the County's discretion after consultation with the Company, conduct any work necessary to remedy road damages deemed resulting from the Company's use and to invoice the Company for such repair work. The County may invoke the provisions of this Section, and cash or make demands as payee and beneficiary under the bond, cheque, money order or irrevocable letter of credit provided by the Company to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:

- a) The Company is in default or breach of any provision of this Agreement;
- b) The County has been required to repair any damage in the road(s) in accordance with the provisions of this Agreement and the Company has failed to pay the costs and expenses of such repair within thirty (30) days after receipt from the County of an invoice;
- c) The Company by any act or omission is in default of any term, condition or covenant of this Agreement; or
- d) The security to be provided by the Company to the County pursuant to this Agreement is due to expire within a period of sixty (60) days and the Company has not deposited with the County, a renewal or replacement of such security in terms and form acceptable to the County;

In event that the County has negotiated or called upon the security to be deposited by the Company with the County, the County may, at its opinion and discretion, use any funds thereby obtained in any manner the County deems fit to discharge the obligations of the Company pursuant to this Agreement.

No trips shall commence until two (2) hours has elapsed from the time the agreement has been issued (this applies to road location changes noted below).

3. Road Location(s)

As noted above all overload routes/locations must be identified under this agreement (**Schedule A** attached). Road locations may be varied only through written consent provided by the County (and attached to this agreement). The Company must contact RoaData Services Ltd. to initiate road location changes and/or pre/post inspections. Forty-eight (48) hours' notice must be provided for inspections of any road location changes.

4. Non-Compliance

The Agreement Holder must at all times comply with all related Provincial and Federal Acts and/or Regulations.

5. Indemnity / Insurance

Notwithstanding the provision of any insurance coverage by the County, the Agreement Holder hereby agrees to indemnify and save harmless the County, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims"), that the County may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Agreement Holder or its contractor(s), subcontractor(s), servants(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the County, its other Agreement Holder(s), assign(s) and authorized representative(s) or any other persons.

- i) The Agreement Holder shall provide, maintain and pay for Comprehensive General Liability insurance protecting the County and the Agreement Holder from and against any and all claims which may arise out of the Agreement Holder's performance of the Work:

- ii) The amount of such insurance shall be not less than \$1,000,000 inclusive of any one occurrence,
- iii) The Agreement Holder shall provide the County with evidence of such insurance prior to the commencement of Work under this Agreement.

6. Term of Agreement

This agreement ends on **December 31, 20** _____. The agreement may be cancelled for non-compliance without notice.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.	
<p>SIGNED AND DELIVERED on behalf of the County by an authorized representative of the County 1)</p>	<p>SIGNED AND DELIVERED by or on behalf of the Agreement Holder (or by an authorized signatory of the Agreement Holder if a corporation)</p>
<p>(Authorized Spending Authority)</p>	<p>(Agreement Holder or Authorized Signatory)</p>
<p><i>Shelly Armstrong, CAO</i></p>	<p>_____</p>
<p>(PRINTED NAME of above)</p>	<p>(PRINTED NAME of above)</p>

**SCHEDULE A
ROUTES/LOCATIONS BONDED**