

QUEEN
HC
117
.A4
S8
1977

Subsidiary
Agreement



Regional
Economic
Expansion

Expansion
Économique
Régionale

INDUSTRY, SCIENCE
AND TECHNOLOGY CANADA
LIBRARY

APR 29 1982

BIBLIOTHÈQUE
INDUSTRIE, SCIENCES
ET TECHNOLOGIE CANADA

FREE - TORONTO
LIBRARY

CANADA/ALBERTA

WESTERN NORTHLANDS
TRANSPORTATION
1975-76



JANUARY 21, 1976

subsidiary agreement

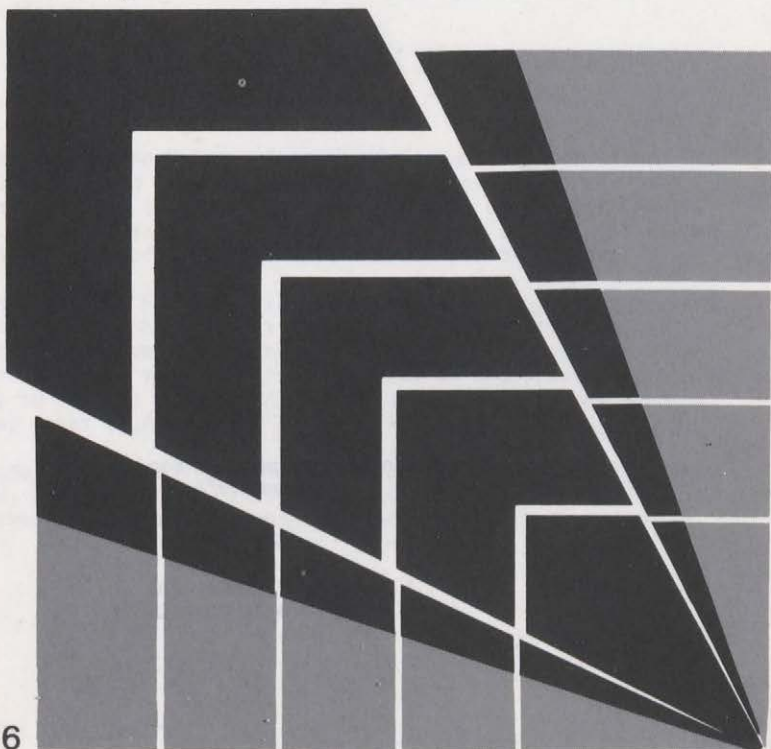


Regional
Economic
Expansion

Expansion
Économique
Régionale

CANADA/ALBERTA WESTERN NORTHLANDS TRANSPORTATION 1975-76

JANUARY 21, 1976



©
Minister of Supply and Services
Canada 1977

Cat. No.: RE24-4/1976
ISBN— 0-662-00881-2

CANADA-ALBERTA
1975-76 AGREEMENT FOR WESTERN NORTHLANDS
NORTHERN ALBERTA TRANSPORTATION

THIS AGREEMENT made this 21st day of January, 1976

BETWEEN:

THE GOVERNMENT OF CANADA (hereinafter referred to as "Canada"), represented by the Minister of Transport and the Minister of Regional Economic Expansion,

OF THE FIRST PART,

AND:

THE GOVERNMENT OF THE PROVINCE OF ALBERTA (hereinafter referred to as "the Province"), represented by the Minister of Transportation and the Minister of Federal and Intergovernmental Affairs,

OF THE SECOND PART.

WHEREAS it was agreed at the Western Economic Opportunities Conference in July 1973 that Canada would participate with the western provinces in a Western Northlands program to assist with improvements of the transportation system in support of industrial and socio-economic development in the northern portions of each of the four western provinces of Canada;

AND WHEREAS Canada and the Province signed a General Development Agreement, dated March 6, 1974, which has among its objectives the improvement of opportunities for productive employment and access to those opportunities in areas of Alberta which, relative to other areas of the province, require special measures to realize development potential and to promote balanced development among areas of Alberta;

AND WHEREAS Canada and the Province signed an Interim Subsidiary Agreement on Alberta North, dated March 11, 1975, which sets out economic and socio-economic objectives which are to be complemented by activity under this Agreement;

AND WHEREAS the transportation system in the northern portion of Alberta requires certain improvements to provide the people in the region with options and opportunities to contribute to, and participate in the development of their communities, the region, and the province;

AND WHEREAS improvements to the transportation system in northern Alberta will contribute to the development of an efficient national transportation system;

AND WHEREAS the Governor in Council by Order in Council P.C. 1976-6/124 of the 20th day of January, 1976, has authorized the Minister of Transport and the Minister of Regional Economic Expansion to execute this Agreement on behalf of Canada;

AND WHEREAS the Lieutenant Governor in Council by Order in Council No. 107/76 of the 20th day of January, 1976, has authorized the Minister of Transportation and the Minister of Federal and Intergovernmental Affairs to execute this Agreement on behalf of the Province;

NOW THEREFORE the parties agree as follows:

DEFINITIONS

1. In this Agreement:

- (a) "eligible costs" means those costs defined in sections 5 (4) and 5 (5) of this Agreement;
- (b) "Federal Ministers" means the Minister of Transport and the Minister of Regional Economic Expansion of Canada and any person authorized to act on their behalf;
- (c) "fiscal year" means the period commencing on April 1 of any year and terminating on March 31 of the following year;
- (d) "Joint Committee" means the Committee referred to in section 4 (1);
- (e) "Ministers" means the Federal Ministers and the Provincial Ministers";
- (f) "project" means a specific activity as identified in Schedule "A"; and
- (g) "Provincial Ministers" means the Minister of Transportation and the Minister of Federal and Intergovernmental Affairs and any person authorized to act on their behalf.

PURPOSE

2. The purpose of this Agreement is to enable Canada and the Province jointly to provide financing for improvements to specified transportation facilities in northern Alberta during the fiscal year 1975-76 in support of industrial and socio-economic development and in support of development of an efficient national transportation system.

SUBJECT MATTER

3. (1) This Agreement shall apply to those transportation projects described in Schedule "A" attached hereto and forming part of this Agreement which are approved and undertaken during the fiscal year 1975-76.
- (2) The Province shall be responsible for the implementation of projects undertaken pursuant to this Agreement.

IMPLEMENTATION PROCEDURES

4. (1) For the purpose of implementing this Agreement, Canada and the Province shall promptly establish a Joint Committee composed of two representatives of each government. The representatives for Canada shall be the Director of the Highway Branch, Ministry of Transport, and the Director General for the Department of Regional Economic Expansion in Alberta or their designates. The representatives for the Province shall be as designated by the Provincial Ministers.
- (2) The Joint Committee shall be responsible for the implementation and coordination of this Agreement and, without limiting the generality of the foregoing, shall be responsible for:
 - (a) the review and approval of projects;
 - (b) the amendment and modification of projects listed in Schedule "A" for reasons such as costs exceeding estimates, limitations in industry capacity, and similar aspects relating to the implementation of the program;
 - (c) the monitoring and reporting to the Ministers on all stages of planning, construction, and implementation of the program;
 - (d) the identification of shareable costs, payment schedules and other financial matters; and

- (e) the ensuring of a proper review of environmental considerations in compliance with the relevant provincial environmental standards.
- (3) A project document prepared by the Province containing a general description of a project, including design and construction standards, cost estimates, purposes, and objectives shall be reviewed and approved by the Joint Committee before the project is eligible for joint financing under this Agreement.
- (4) The Joint Committee shall act unanimously.

FINANCIAL

- 5. (1) Notwithstanding anything in the Agreement, Canada's obligation to provide financing for jointly approved projects shall not exceed \$5 000 000.
- (2) Canada's obligation with respect to the financing of each project approved under this Agreement shall be fifty per cent (50%) of the costs incurred during the 1975-76 fiscal year.
- (3) Costs incurred on approved projects prior to the signing of this Agreement, but after April 1, 1975, may be considered by the Joint Committee for cost-sharing under this Agreement.
- (4) Eligible costs to be shared under this Agreement in respect of approved projects or portions thereof shall be:
 - (a) all direct costs that in the opinion of the Joint Committee have been reasonably and properly incurred by the Province for the implementation of the projects, but excluding those costs listed in sections 5 (5) and 9 (2); and
 - (b) ten per cent (10%) of the costs determined pursuant to paragraph (a) as an allowance towards administrative, survey, engineering and architectural costs.
- (5) Eligible costs under this Agreement shall exclude:
 - (a) any tax, licence or other reimbursement to the Province; and
 - (b) administrative, survey, engineering or architectural costs.

CONTRACT PROCEDURES

6. (1) All contracts shall be awarded by the Province in accordance with procedures to be approved by the Joint Committee and, unless in the opinion of the Joint Committee it is not desirable to do so, shall be awarded to the qualified and responsible tenderer submitting the lowest evaluated bid.
- (2) Canadian, specifically northern Canadian, materials, equipment and consultative and other professional services shall be used to the extent to which they are procurable and where practical and consistent with economy and efficiency as determined by the Joint Committee.
- (3) With regard to the applicability of labour standards, the parties agree as follows:
 - (a) rates of pay shall be those prevailing in the area of employment for each classification of work, subject to the minimum wage specified in the provincial legislation;
 - (b) in road and heavy construction, the rates of pay for overtime shall be time and one-half the specified prevailing rate of pay after the hours stipulated for purposes of overtime payment in the relevant provincial standards, which shall in no case be more than 50 hours per week; and
 - (c) labour conditions shall be specified in all tendering documents and shall be posted conspicuously in the work place;

it is being expressly understood and agreed that to the extent to which there are higher provincial standards applicable to particular occupations or regions, these higher provincial standards shall apply.

- (4) All contracts shall be awarded without discrimination by reason of race, sex, age, marital status, national origin, colour, religion, or political affiliation; it being agreed, however, that the foregoing shall not prevent the implementation of special measures designed to benefit native people or disadvantaged people in the area concerned.
- (5) Recruitment of labour shall be conducted through Canada Manpower Centres unless the Joint Committee considers that this service cannot reasonably be provided.

PAYMENT PROCEDURE

7. (1) Subject to the terms of this Agreement, payments shall be made to the Province by Canada, upon recommendation of the Joint Committee, on the basis of claims submitted by the Province setting out expenditures actually incurred and paid. Claims shall be submitted in a form satisfactory to the Federal Ministers bearing a provincial audit certificate and certified by a senior official of the Province.
- (2) In order to assist with the interim financing of approved projects under this Agreement:
 - (a) Canada may, if the Province so requests, make interim payments to the Province of up to one hundred per cent (100%) of Canada's share of claims submitted, based on estimates of expenditures actually incurred, and certified by a senior official of the Province; and
 - (b) the Province shall account for each such interim payment by submitting to Canada, within the following quarter, a detailed statement of the actual expenditures incurred and paid. Claims shall be submitted in a form satisfactory to the Federal Ministers bearing a provincial audit certificate and certified by a senior official of the Province. Any discrepancy between the amounts paid by Canada by way of interim payments and the amount actually payable by Canada shall be promptly adjusted between Canada and the Province.
- (3) The Province shall maintain adequate records of all transactions made pursuant to this Agreement supported by the proper documents and vouchers.
- (4) The Province shall make such records, documents and vouchers available to the Federal Ministers for audit upon request, and furnish any and all information in relation thereto.
- (5) Any discrepancy between the amounts paid by either party and the amounts payable by it, as disclosed by such audit, shall be promptly adjusted between the parties.
- (6) No claims may be submitted after twelve months following the termination date of this Agreement. Canada shall not be responsible for any costs incurred after the termination of this Agreement.

PUBLIC INFORMATION

8. (1) Canada and the Province agree to cooperate in the development and implementation of a program of public information respecting implementation of projects under this Agreement, and further agree to supply, erect and maintain on the direction of the Joint Committee;
 - (a) during the course of construction of capital projects, a project sign or signs consistent with Federal-Provincial Identity graphics guidelines, and in both official languages, specifying that the relevant project is a Canada-Alberta Regional Development Project, financed by contributions by the Department of Regional Economic Expansion and the Ministry of Transport of the Government of Canada, and the Government of the Province of Alberta, or such other wording to the like effect as may be agreed to by the Ministers; and
 - (b) where relevant upon completion of each project, a permanent sign or plaque to the effect set forth in (a).
- (2) Any public announcement of the measures covered by this Agreement, as well as any official opening ceremony for any project under this Agreement, where such ceremony is indicated and appropriate, shall be arranged jointly by the Ministers.

GENERAL

9. (1) Nothing in this Agreement is intended to alter the respective jurisdictional authorities of Canada and the Province over highways, other transportation facilities or other related matters as they presently exist. This Agreement shall not be construed so as to vest in Canada any proprietary interest in highways and the maintenance of these facilities shall remain a responsibility of the Province. The normal federal-provincial responsibilities for airfield facilities construction and maintenance shall not be changed.
- (2) The Province shall be responsible for all matters, including costs, relating to the acquisition of all land and interests in land required for projects under this Agreement and these costs of acquisition shall not be considered as an eligible cost under this Agreement.
- (3) The implementation of projects under this Agreement is subject to the appropriation of funds committed hereunder by the Parliament of Canada and the Legislature of the Province of Alberta.

- (4) Notwithstanding any other provision in this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the Financial Administration Act.
- (5) Canada will not be responsible for any arrangements necessary where a project under this Agreement affects a municipality or other institution or agency under provincial jurisdiction.
- (6) The duration of this Agreement shall be from the date of its signing to March 31, 1976.
- (7) No member of the Senate or the House of Commons of Canada or of the Legislative Assembly of Alberta shall be admitted to any share or part of any contract, agreement, or commission made pursuant to this Agreement or to any benefit to arise therefrom.
- (8) Any dispute between the parties hereto on any question of law or fact arising out of this Agreement shall be submitted to and determined by the Federal Court of Canada pursuant to the Federal Court Act of Canada. The law to be applied in the determination of any such suit shall be the law of the Province of Alberta.
- (9) The Province shall wholly indemnify and save harmless Canada, its officers, servants, and agents, against all actions, claims and demands of third parties in any way arising out of the implementation of projects hereunder, except to the extent to which such actions, claims, or demands relate to the act or negligence of any officer, employee or agent of Canada.
- (10) This Agreement and the attached Schedule "A", which forms part of this Agreement, may be amended from time to time as agreed in writing by the Ministers. It is expressly understood and agreed, however, that any amendments to sections 5 (1) and 5 (2) shall require the prior approval of the Governor in Council and the Lieutenant Governor in Council.
- (11) All documents, publications and information generated as a result of the programs provided for in the Agreement shall become the joint property of and be freely available to both parties.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Transport and the Minister of Regional Economic Expansion, and on behalf of the Province by the Minister of Transportation and the Minister of Federal and Intergovernmental Affairs.

In the Presence of:

GOVERNMENT OF CANADA

Witness

Minister of Transport

Witness

Minister of
Regional Economic Expansion

GOVERNMENT OF THE PROVINCE OF ALBERTA

Witness

Minister of Transportation

Witness

Minister of Federal and
Intergovernmental Affairs

CANADA-ALBERTA
1975-76 AGREEMENT FOR WESTERN NORTHLANDS
NORTHERN ALBERTA TRANSPORTATION

SCHEDULE "A"

ROAD AND BRIDGE CONSTRUCTION

Project	Geographic Description	Mile to Mile Length		Description of Work	Total Estimated Cost (\$'000)	1975-76 Estimated Expenditure (\$'000)	Canada Share 1975-76 Fiscal Year (\$'000)
		Control Section	Total Miles				
<u>NEW CONSTRUCTION</u>							
1. 35:16	Hutch Lake - S. of Meander River	19.83 - 41.80	21.97	Base Course	2 740	300	150
2. 35:16 & 18	S. of Meander River - N. of Slavey Cr.	41.80 - 43.97 0.00 - 20.52	22.69	Base Course	2 850	324	162
3. 40:30	Jct. Hwy. 16 - N. of Jarvis Lake	0.00 - 13.20	13.20	Base Course	1 074	1 074	537
4. 63:12	Ft. McMurray - S. of Poplar Creek	2.09 - 12.30	10.21	Grading	3 010	2 400	1 200
5. 63:12	S. of Poplar Creek - W. of G.C.O.S. Plant	12.30 - 19.05	6.75	Grading	3 395	1 100	550
6. S.R. 969:02	Jct. Hwy. 63 - Lynton Siding	0.00 - 8.90	8.90	Base Course	2 500	1 700	850
7. S.R. 686	W. of Cadotte River - E. of Cadotte Lake		11.50	Grading	820	420	210
8. S.R. 686	Cadotte River Bridge (Bridge File 77885)		-	Bridge Constr.	80	70	35
9. S.R. 754	Jct. S.R. 967 - N. of Martens Lakes		14.50	Grading	916	466	233
10. S.R. 754	Creek (Bridge File 76149)		-	Bridge Constr.	15	5	2
11. S.R. 813	N. of Athabasca - S. of Calling Lake		3.00	Grading	278	278	139
TOTAL NEW CONSTRUCTION - ROADS & BRIDGES					17 678	8 137	

<u>Project</u>	<u>Geographic Description</u>	<u>Mile to Mile Length Control Section</u>	<u>Total Miles</u>	<u>Description of Work</u>	<u>Total Estimated Cost (\$'000)</u>	<u>1975-76 Estimated Expenditure (\$'000)</u>	<u>Canada Share 1975-76 Fiscal year (\$'000)</u>
CARRY-OVER PROJECTS (continuation of approved projects from previous fiscal year)							
12.	S.R. 932 N. of Carson Lake - S. of Judy Creek	16.50 - 27.03	10.10	Grading	650	650	325
13.	S.R. 947 Silver Summit Road - Athabasca River	0.00 - 20.17	20.17	Clearing	372	372	186
14.	58:10 Lawrence River Bridge (Bridge File 75694)		-	Bridge Constr.	62	62	31
15.	63:06 & 08 S. of Mariana Lake - S. of 22nd Baseline	19.36 - 27.21 0.00 - 23.50	31.35	Paving	1 550	1 550	775
16.	63:08 S. of Algar Tower - S. of 22nd Baseline	7.65 - 23.50	15.85	Base Course	130	130	65
17.	63:08 & 10 S. of 22nd Baseline - S. of Hangings tone River	23.50 - 29.80 0.00 - 8.85	15.15	Paving	310	310	155
18.	S.R. 967:02 & 04 S. of Lily Creek - 20th Baseline	9.79 - 21.45 0.00 - 7.00	18.66	Grading	2 500	1 900	950
19.	S.R. 967 W. of Nipisi Lake - Jct. S.R. 750	51.37 - 74.04	22.67	Grading	350	300	150
20.	S.R. B13 Athabasca - N. of Athabasca		10.00	Grading	284	84	42
21.	- Lesser Slave River Bridge at Mitsue (Bridge File 72345)		-	Bridge Constr.	120	120	60
22.	Owl River Bridge N. of Lac-La-Biche (Bridge File 7101)		-	Bridge Constr.	50	50	25
23.	Piche River Bridge at Imperial Mills (Bridge File 77413)		-	Bridge Constr.	30	30	15
TOTAL CARRY-OVER CONSTRUCTION - ROADS & BRIDGES					<u>6 408</u>	<u>5 558</u>	

AIRSTRIP CONSTRUCTION

<u>Project</u>	<u>Geographic Description</u>	<u>Description of Work</u>	<u>Total Estimated Cost</u> (\$'000)	<u>1975-76 Estimated Expenditure</u> (\$'000)	<u>Canada Share 1975-76 Fiscal year</u> (\$'000)
24.	Lac-La-Biche	Complete airport construction, paving and lighting	940	668	334
25. A.P. 1	Footner Lake	Pave runway, taxi and apron, revise airport lighting	1 138	1 073	536
26.	Barrhead	New airport	660	60	30
27.	Cadotte Lake	Upgrade, gravel runway, taxi-way and parking area, clearing	175	150	75
28.	Janvier	Complete gravelling runway, taxi and apron	425	400	200
TOTAL AIRSTRIP CONSTRUCTION			<u>3 338</u>	<u>2 351</u>	

SUMMARY

	<u>1975-76 Estimated Expenditure</u> (\$'000)
New Construction Roads & Bridges	8 137
Carry-Over Construction Roads & Bridges	5 558
Airstrip Construction	<u>2 351</u>
	<u>16 046</u>