

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 99-24

A By-Law to enter into an agreement with Fisheries and Oceans Canada, Small Craft Harbours Branch re Transfer of Wharf in LaPasse.

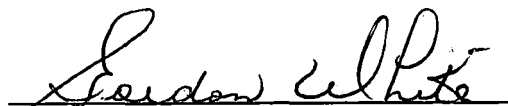
WHEREAS:

1. A Municipality has authority under the Municipal Act R.S.O. 1990, C.M. 45, Section 102 to pass by-laws regarding the health, safety and welfare of the inhabitants of the Municipality.
2. The Council of the Corporation of the Township of Westmeath considers it expedient to enter into an agreement with Fisheries and Oceans Canada Small Craft Harbours Branch for transfer of the wharf in LaPasse.

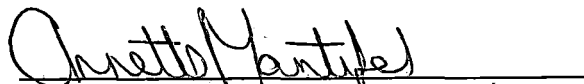
NOW THEREFORE the Council of the Corporation of the Township of Westmeath ENACTS as follows:-

- 1) That the Corporation of the Township of Westmeath enters into an agreement with Fisheries and Oceans Canada Small Craft Harbours Branch for transfer of the wharf in LaPasse.
- 2) That the Reeve and Clerk are hereby authorized to sign the agreement referred to in Section 1, on behalf of the Corporation.

PASSED and ENACTED this 20th day of October, 1999.



Reeve



Deputy - Clerk

**FISHERIES AND OCEANS CANADA
SMALL CRAFT HARBOURS BRANCH
TRANSFER FRAMEWORK AGREEMENT**

THIS AGREEMENT made as of the 26 day of October, 1999.

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Fisheries and Oceans (Hereinafter called "Fisheries and Oceans")

OF THE FIRST PART

- and -

THE TOWNSHIP OF WESTMEATH
(Hereinafter called "Township")

OF THE SECOND PART

WHEREAS the federal real property more particularly described in schedule "A" attached hereto is under the administration of the Minister of Fisheries and Oceans;

AND WHEREAS all of the Parties are desirous of entering into an agreement with respect to the future ownership of the federal real property;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. Fisheries and Oceans agrees to fund the repair project outlined below and detailed on the noted contract, a copy of which is attached as schedule "B":

La Passe

\$7,008.22(Purchase Order F2930-9-0103)

2. The Town, its successors and assigns agree to approve and administer the repair project, as outlined on the contract attached as schedule "B".
3. The Township, its successors and assigns agree to assume title to the federal real property and covenant to use the federal real property as a public harbour providing uninterrupted access to the public for a period of five years from the date of the transfer of title of the federal real property to the Township.
4. The Township, its successors and assigns covenant that if it, its successors and assigns cease to operate the federal real property as a public harbour as provided herein, or dispose of all or part of the real property within the covenant period or should the Township, its successors and assigns wish to have the restrictions removed from the transfer before the expiration of the covenant period, the Township, its successors and assigns shall pay the sum of \$13,000 (appraised value of facility plus the value of the repair project).
5. The Township shall not discriminate against any person by reason of race, colour or creed, in any manner whatsoever, pertaining to the operation of the public harbour.
6. The Township acknowledges and agrees that the transfer of title of the federal real property shall contain a covenant reflecting clauses 3 and 4 of this agreement.

7. Prior to any transfer of federal real property by Fisheries and Oceans, it is acknowledged by the Township that Fisheries and Oceans will deal with the implications resulting from the *Delgamuukw vs. Crown* court ruling and consultation may be necessary with the local First Nation(s) if it is determined that unextinguished aboriginal title may be present on the federal real property that is proposed to be transferred. It is acknowledged by the Township that resolution of this issue will be necessary prior to the finalization of the transfer of the federal real property.
8. In the event that Fisheries and Oceans is unable to resolve the matter of the unextinguished aboriginal title in the federal real property to the mutual satisfaction of Fisheries and Oceans and the local First Nation(s), Fisheries and Oceans shall so notify the Township in writing and this Transfer Framework Agreement shall then be null and void and neither party shall be liable to the other for any costs or damages of any kind whatsoever.
9. This Agreement shall be binding upon the Parties hereto and their successors and assigns.

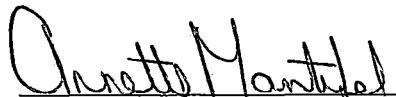
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF WESTMEATH



 REEVE



 Deputy CLERK-TREASURER

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
 represented by the Minister of Fisheries & Oceans



 D. G. Blanchard
 Director, Small Craft Harbours

SCHEDULE "A"

Waterlot CL 917 in the Ottawa River, opposite part of Lot 4, Concession East Front "C", Township of Westmeath.

Registered Instrument 92513.

Copy of Title Documents attached.

TITLE DOCUMENT

48026

LaPasse

Ont.

SUMMARY SHEET PROPERTY RECORDS FOLDER

PAGE:

LOCATION: LaPASSE, ONTARIO

BUILDING: WHARF SITE.

ADDRESS:

ITEM No.	BRIEF DETAILS OF DOCUMENT	AUTHORITY	LAW RECORDS No.	COST
1.	Regional Memo. dated Nov. 5, 1968 to the Operations Officer to forward copies of the Provincial Order-in-Council together with the plan and descriptions for the appointment of an Agent to search Title.			
2.	Provincial Order-in-Council #1264/68 dated Mar. 21, 1968, Registered on April 1, 1968 transfers the administration and control of a water lot designated as Lot C.L. 917, containing 0.93 of an acre for sum of \$50.00.	See Item (1)	48026	\$ 50.00
3.	P.C. #1970-481 dated Mar. 17, 1970 accepts the water lot from the Province for the sum of \$50.00.		48026-1	

MEMORANDUM

CLASSIFICATION

S. C. Ings,
Operations Officer (C.R.)

DPW. REGISTRY
NOV 17 1968
FILE 1132-609

YOUR FILE No.
Votre dossier

OUR FILE No. 3182-505
Notre dossier

DATE November 5, 1968

FROM
De

A. D. Wilson,
Director, Property Management,
Capital Region.

FOLD
SUBJECT
Sujet

Acquisition of Administration and Control
of Water Lot - Lapasse

I refer to your memorandum dated October 22, 1968, and in this connection I am attaching a copy of a letter dated April 22, 1968, from the Department of Lands and Forests, Law Branch of the Province of Ontario, which is self explanatory.

Rec'd by [unclear] on 11/11/68

As discussed with Mr. W. J. Virtus of this office, it would be appreciated if you would proceed with the necessary search of the certificate of title prior to our preparation of the Order-in-Council to effect the transfer of the water lot from the Province to this Department.

Three copies of the Provincial Order-in-Council #1264/68 dated March 21, 1968 and plans are attached for your information and further use.

Attach. :

A. D. Wilson
A. D. Wilson,
Director, Property Management,
Capital Region.

CHIEF OF LEGAL SERVICES:

Would you please arrange to have a search of title made for this water lot before we initiate action to accept the transfer.

S.C. Ings

No. 27/68

PUBLIC WORKS OF CANADA
REGISTRAR OF TITLE
DEEDS & PLANS
NOV 20 1968
48026
12/12/68



ONTARIO

EXECUTIVE COUNCIL OFFICE

OC-1264/68

Copy of an Order-in-Council approved by His Honour the Lieutenant Governor, dated the 21st day of March, A.D. 1968.

The Committee of Council have had under consideration the report of the Honourable the Minister of Lands and Forests, dated March 15th 1968, wherein he states that,

Her Majesty the Queen in right of Canada having applied for the administration, control, disposal and the exercise of the beneficial use of the public lands more particularly described in Schedule "A" hereto and being composed of a Water Lot designated as Location CL 917 situate in the Ottawa River opposite part of Lot 4, East Front "C", in the Township of Westmeath, in the County of Renfrew, containing 0.93 of an acre, be the same more or less, and having paid to the Treasurer of Ontario the sum of \$50 therefor.

Handwritten notes:
301 Queen Street
Ottawa
12/17/68
Public Lands
C. J. ...

The Honourable the Minister of Lands and Forests recommends that under section 2 of The Public Lands Act the administration, control, disposal and the exercise of the beneficial use of the public lands described in Schedule "A" hereto be transferred to Her Majesty the Queen in right of Canada.

The Committee of Council concur in the recommendation of the Honourable the Minister of Lands and Forests and advise that the same be acted on.

Handwritten notes:
12/17/68
C. J. ...

Certified,

file # 1152-609

48026
22

[Signature]
Clerk, Executive Council.

SCHEDULE A

All that parcel or tract of land under water opposite part of Lot 4, East 1 road C, Township of Westmeath, County of Limerick, Province of Munster, containing by admeasurement 1.93 of an acre, be the same more or less, and being composed of that part of the bed of the Ottawa River designated as Location CL 917 which is more particularly described as follows:

All bearings hereinafter mentioned are astronomic and are derived from the line between lots 4 and 5, East 1 road C being north 82 degrees 30 minutes west.

CUMMENCING at a point in the bed of the Ottawa River distant 6531.80 feet measured south 82 degrees 30 minutes east from the northerly corner of said Lot 4, East 1 road C:

THENCE south 24 degrees 00 minutes 30 seconds east 297.55 feet;

THENCE south 84 degrees 15 minutes east 150.0 feet to a survey post planted in the water's edge of the Ottawa River;

THENCE in a general westerly direction following the said water's edge to a survey post planted in a line drawn on a course of north 82 degrees 30 minutes west from the point of commencement

THENCE south 82 degrees 30 minutes east 150.0 feet to the point of commencement.

Location CL 917 as herein described being shown on a plan and field notes of survey dated September 13th, 1944, signed by Alan J. Simpson, Ontario Land Surveyor, of record in the Department of Lands and Forests, at Toronto, a duplicate of which said plan and field notes is attached hereto.

.....

PLAN AND FIELD NOTES
OF SURVEY OF
LOCATION CL917

FILE 177244

BEING A
WATER LOT IN THE OTTAWA RIVER
OPPOSITE PART OF
LOT 4, EAST FRONT "C"
TOWNSHIP OF WESTMEATH
COUNTY OF RENFREW
SCALE: 1 INCH = 100 FEET

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM THE LIMIT BETWEEN LOTS 4 & 5, EAST FRONT "C" BEING N82°30'W

LEGEND

- ◆ DENOTES SURVEY POSTS.
- DENOTES FENCE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN AND FIELD NOTES ARE CORRECT, AND ARE PREPARED FROM AN ACTUAL SURVEY PERFORMED UNDER MY PERSONAL SUPERVISION AND THAT I WAS IN MY OWN PROPER PERSON PRESENT ON THE GROUND DURING THE PROGRESS OF SUCH SURVEY.

PEMBROKE, ONTARIO
SEPTEMBER 12, 1966.

Alan J. Simpson
ALAN J. SIMPSON, O.L.S.

BOURNE & SIMPSON
ONTARIO LAND SURVEYORS
PEMBROKE, ONTARIO

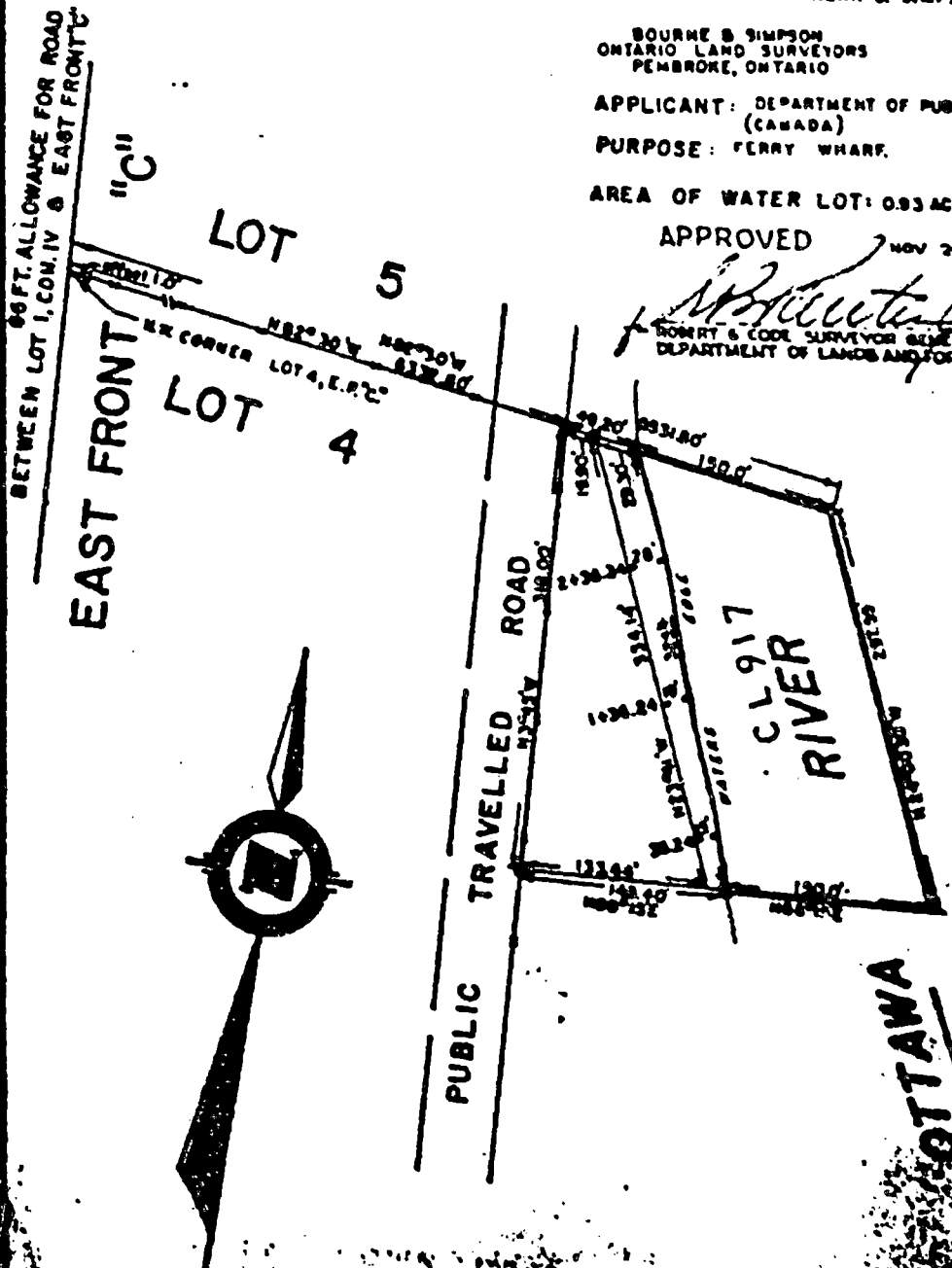
APPLICANT: DEPARTMENT OF PUBLIC WORKS,
(CANADA)
PURPOSE: FERRY WHARF.

AREA OF WATER LOT: 0.93 ACRES

APPROVED

NOV 20, 1967

Robert S. Code
ROBERT S. CODE, SURVEYOR GENERAL
DEPARTMENT OF LANDS AND FORESTS



I certify that the within instrument
is duly entered and registered in the
Registry Office for the Registry
Division of the County of Renfrew

at 1:43 o'clock P. M. of the

1 day of APR A.D. 1922
as Number 92513

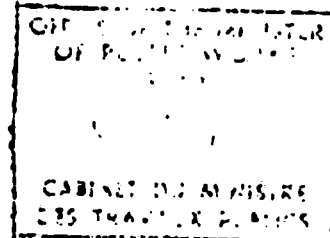
Cyril H. Lumbel
REGIS: HAR

2
PER

P.C. 1970-481
17 March, 1970



PRIVY COUNCIL • LE CONSEIL PRIVÉ



HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL,
on the recommendation of the Minister of Public Works, is
pleased hereby to accept from Her Majesty in right of the
Province of Ontario, for the sum of \$50, the transfer made
by Provincial Order in Council Number OC 1264/68, dated
21st March 1968, of the administration, control, disposal
and exercise of the beneficial use of the public lands more
particularly described in the said Schedule, the said lands
are to be the site of a wharf at LaPasse in the Township of
Westmeath, in the County of Renfrew, in the Province of Ontario.

23/3/70 480267-1
J.B.

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORMÉ

CLERK OF THE PRIVY COUNCIL - LE GREFFIER DU CONSEIL PRIVÉ

SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land lying under the waters of the Ottawa River in the Township of Westmeath, in the County of Renfrew, in the Province of Ontario and being composed of a water lot lying opposite part of Lot 4, Concession East Front "C" of the Township of Westmeath containing an area of 1.32 acres be the same more or less and which said water lot may be more particularly described as follows:-

PREMISING that the limit between Lots 4 and 5, Concession East Front "C" has an astronomic bearing assumed to be $N 82^{\circ} 30' W$ and relating all bearings herein thereto:-

COMMENCING at a point in the Ottawa River on the easterly production of the northern limit of said Lot 4, distant 6531.80 feet measured $S 82^{\circ} 30' E$ along the said northern limit of Lot 4, and its easterly production from the north-western angle of said Lot 4;

THENCE $S 24^{\circ} 00' 30'' E$ a distance of 297.55 feet;

THENCE $N 86^{\circ} 15' W$ a distance of 150 feet more or less to a survey post planted in the high water mark along the shore of the Ottawa River;

THENCE in a general northerly direction along the said high water mark a distance of 325 feet more or less to a survey post planted at its intersection with the northern limit of said Lot 4;

THENCE $S 82^{\circ} 30' E$ along the easterly production of the said northern limit of Lot 4 a distance of 150 feet more or less to the point of commencement.

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM THE LIMIT BETWEEN LOTS 4 & 5, EAST FRONT "C" BEING N82°30'W

LEGEND

- ◆ DENOTES: SURVEY POSTS.
- DENOTES: FENCE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN AND FIELD NOTES ARE CORRECT AND ARE PREPARED FROM AN ACTUAL SURVEY PERFORMED UNDER MY PERSONAL SUPERVISION AND THAT I WAS IN MY OWN PROPER PERSON PRESENT ON THE GROUND DURING THE PROCESS OF SUCH SURVEY.

PEMBROKE, ONTARIO
SEPTEMBER 12, 1966.

[Signature]
ALAN J. SIMPSON, O.L.S.

BOURNE & SIMPSON
ONTARIO LAND SURVEYORS
PEMBROKE, ONTARIO

APPLICANT: DEPARTMENT OF PUBLIC WORKS,
(CANADA)
PURPOSE: FERRY WHARF.

AREA OF WATER LOT: 0.93 ACRES ±

APPROVED NOV. 20 1967

[Signature]
ROBERT G. CODE, SURVEYOR GENERAL
DEPARTMENT OF LANDS AND FORESTS

66 FT. ALLOWANCE FOR ROAD BETWEEN LOT I, COM. IV & EAST FRONT "C"

EAST FRONT

"C"

LOT 5

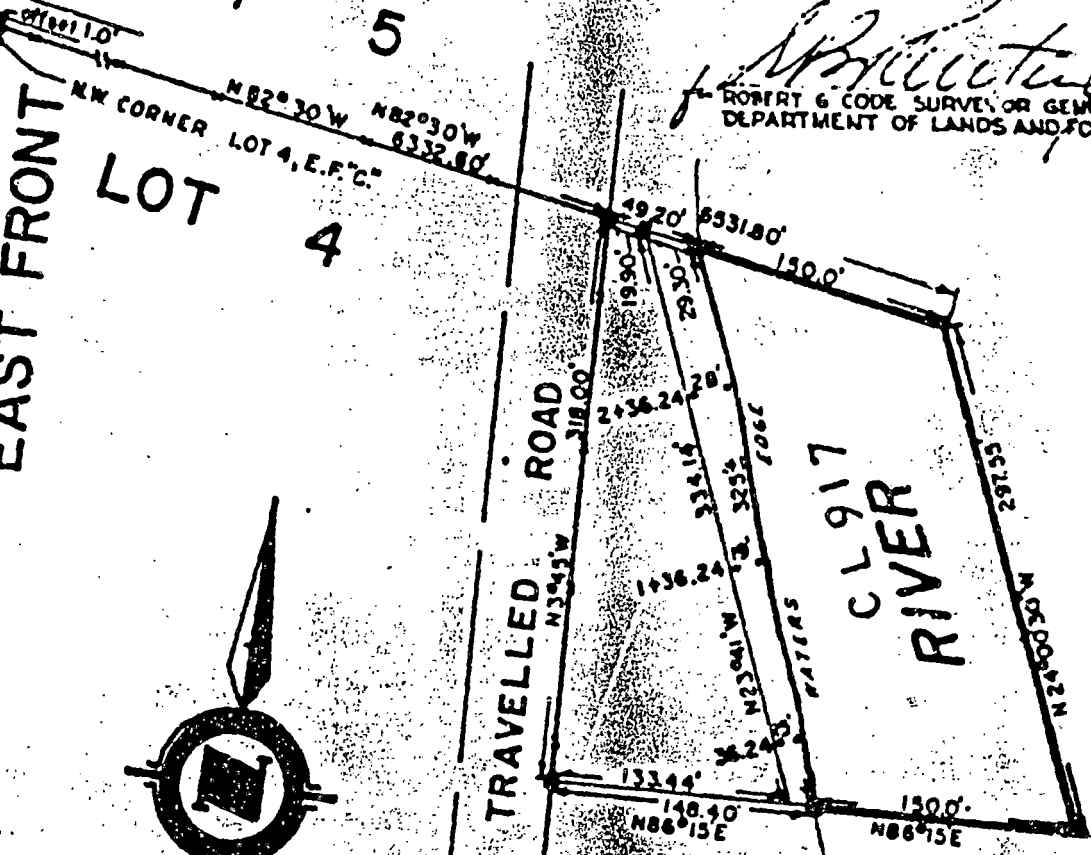
LOT 4



PUBLIC TRAVELLED ROAD

CL 917 RIVER

OTTAWA



SCHEDULE "B"

Attached is the following Short Form Contract:

La Passe	\$7,008.22	(Purchase Order F2930-9-0103)
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PURCHASE ORDER

COMMANDE D'ACHAT

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the Vendor (as named herein).

Cette commande d'achat est faite en date de l'attribution du contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté") représentée par le ministre des Pêches et Océans (ci-après appelé "Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

VENDOR – FOURNISSEUR	
CORP. OF THE TOWNSHIP OF WESTMEATH WESTMEATH,, ONTARIO K0J 2L0 Canada	
TEL. #	FAX. # (613)587-4229

This number must appear on invoices, B/L, packing lists, correspondence and outside containers. Ce numéro doit apparaître sur les factures, les connaissements, les listes d'emballage, la correspondance et l'extérieur des contenants.	
Order No.	F2930-9-0103
Rel. No.	
Rev. No. No. de la riv.	0

ISSUED BY – PREPAREE PAR
REGIONAL DIRECTOR SCH CENTRAL & ARTIC 3027 HARVESTER ROAD BURLINGTON, ON L7R 4K3 KENDRICK, KATHY

Contract Award Date Date d'attribution du contrat	13-SEP-99
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Address Enquiries to – Adresser toute demande
KENDRICK, KATHY

LAUNCHING RAMP REPAIRS LA PASSE, ONTARIO FOR PROJECT INQUIRIES CONTACT: MIKE MACDIARMID (905)639-6682, FOR ADMINISTRATIVE INQUIRIES CONTACT: KATHRYN KENDRICK (905)639-4022

SHIP TO – EXPEDIER A: F2930	BILL TO – FACTURER A: F2930
REGIONAL DIRECTOR SCH CENTRAL & ARTIC 3027 HARVESTER ROAD BURLINGTON, Ontario L7R 4K3 Canada	REGIONAL DIRECTOR SCH CENTRAL & ARTIC 3027 HARVESTER ROAD BURLINGTON, Ontario L7R 4K3 Canada

Departmental Financial Codes – Code financier ministériel 48350-610-120-0630-44667-6		Freight Terms – Modalités pour les frais de transport	
FOB – FAB	PST – TVP – Exemption 11708174G PST Exemption Number	GST – TPS HST – TVH EXTRA	Financial Limitation – Limite financière 6804.49 CAD

PURCHASE ORDER
(Continuation Sheet)

COMMANDE D'ACHAT
(Suite)

<i>P.O. No. - No. de commande</i> F2930-9-0103	<i>Page</i> 2 of 3 de 3
<i>Rel. No. - No. de la ver.</i>	
<i>Rev. No. - No. de la rév.</i> 0	

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase Order

Le Fournisseur accepte de fournir à Pêches et Océans Canada les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de cette commande d'achat.

<i>Item No.</i> <i>No. d'art.</i>	<i>Description</i>	<i>Delivery Date</i> <i>Date de livraison</i>	<i>Quantity</i> <i>Quantité</i>	<i>U of I</i> <i>U de D</i>	<i>Unit Price</i> <i>Prix unitaire</i>	<i>Extended Cost</i> <i>Coût Privu</i>
1	LAUNCHING RAMP REPAIRS LA PASSE		1.00	EA	6804.49	6,804.49
	SHIP TO EXP. A		QUANTITY QUANTITE			
	F2930	31-OCT-99	1.00			

PURCHASE ORDER
(Continuation Sheet)

COMMANDE D'ACHAT
(Suite)

P.O No. - No. de commande F2930-9-0103	Page 3 of 3 de 3
Rel. No. - No. de la ver.	
Rev. No. - No. de la rév. 0	

LAUNCHING RAMP REPAIRS LA PASSE

SCOPE OF WORK:

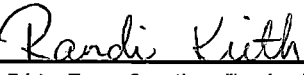
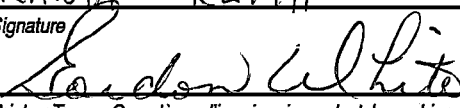
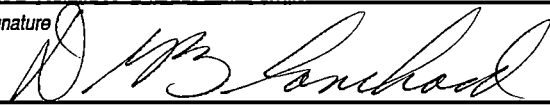
REMOVAL AND DISPOSAL OF 13 PRECAST SLABS FROM THE NORTH LAUNCH RAMP.
REPLACEMENT OF THESE SLABS WITH 13 NEW REBARRED AND RE-ENFORCED 15' X 2' X 10" PRECAST SLABS. POURING OF A 22' X 20' X 5" RE-ENFORCED CONCRETE PAD AT THE TOP OF THE SOUTH RAMP.

SMALL CRAFT HARBOURS' PARTICIPATION: \$6,791.05 + \$13.44 PST + \$203.73 GST(3%)
= \$7,008.22

PROJECT TO BE COMPLETED BY OCTOBER 31, 1999.

Executed on behalf of the Vendor and on behalf of the Minister of Fisheries and Oceans by their duly authorized officers.

Signé au nom du Fournisseur et au nom du ministre des Pêches et des Océans par leurs mandataires dûment autorisés.

FOR THE VENDOR - POUR LE FOURNISSEUR		
Signature	Position Title - Titre du poste	Date
		
Print or Type - Caractères d'imprimerie ou dactylographier RANDI KEITH	CLERK - TREASURER	Sept 30/99
		
Print or Type - Caractères d'imprimerie ou dactylographier GORDON WHITE	REEVE	Sept 30/99
FOR THE MINISTER - POUR LE MINISTRE		
Signature	Position Title - Titre du poste	Date
		
Print or Type - Caractères d'imprimerie ou dactylographier	RD - SCH	Oct 7/99

**GENERAL CONDITIONS
MINOR WORKS**

1. Definition of Terms

In the Purchase Order,

- 1.1. "Contract" means Purchase Order;
- 1.2. "Contractor" means "Vendor";
- 1.3. "Engineer", means such person as may be designated by the Minister and includes a person specifically authorized by the Engineer to perform any of the Engineer's functions under the Contract.
- 1.4. "work" includes the whole of the works, materials, matters and things to be done, furnished and performed by the Contractor under the Contract.

2. Priority of Documents

- 2.1. In interpreting the Contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 2.2. In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
 - 2.2.1. the Plans and Specifications, the Specifications govern;
 - 2.2.2. the Plans, the Plans drawn with the largest scale govern; and
 - 2.2.3. figured dimensions and scaled dimensions, the figured dimensions govern.

3. Assignment, Subcontracting and Novation

- 3.1. This Contract may not be assigned without the written consent of the Minister, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Engineer. Every subcontract shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto.
- 3.2. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4. Members of The House of Commons

- 4.1. As required by the *Parliament of Canada Act*, it an express condition of the Contract that no member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

5. Indemnification

- 5.1. The Contractor shall indemnify and save Her Majesty harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, the Contractor's servants, agents, subcontractors and sub-subcontractors in performing the work including an infringement of a patent of invention or any other kind of intellectual property.
- 5.2. For the purposes of article 5.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

6. Property of Her Majesty

- 6.1. The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of Her Majesty arising out of the performance of the work whether or not such loss arises from causes beyond the Contractor's control. Such property shall only be used by the Contractor as may be directed by the Engineer and the Contractor shall, at any time when requested to do so, account to the Engineer for the use of such property.

7. Permits and By-Laws

- 7.1. The Contractor shall comply with all laws and regulations, relating to the work, whether federal, provincial or municipal, as if the work was being constructed for a person other than Her Majesty, and shall pay for all permits, taxes and certificates required in respect of the execution of the work.

8. Canadian Labour and Materials

- 8.1. Insofar as is practicable the Contractor shall employ and use only Canadian labour and materials in the execution of the work, employ local labour with a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honourably discharged therefrom, and utilize the services of the Canada Employment Centres in the recruitment of such labour.

9. Publicity

- 9.1. The Contractor will neither permit any public ceremony in connection with the work without the prior consent of the Minister, nor erect or permit the erection of any sign or advertising in connection with the work without the approval of the Engineer.

10. Materials, Equipment, etc. to become Property of Her Majesty

- 10.1. All materials and plant used or provided for the work shall be the property of Her Majesty, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Engineer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to material or plant that is the property of Her Majesty by virtue of this Article.

11. Contractor's Superintendent and Workers

11.1. The Contractor will, until the work has been completed, keep a competent superintendent at the work site during working hours unless otherwise authorized by the Engineer. The Superintendent must be acceptable to the Engineer and have the authority to receive on behalf of the Contractor any order or communication in respect of the Contract. Any superintendent and worker not acceptable to the Engineer because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

12. Cooperation with other Contractors

12.1. The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Engineer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the Contract, and if, in the opinion of the Engineer, the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, Her Majesty will pay the cost of such additional expense to the Contractor calculated in accordance with Article 21.

13. Claims Against and Obligations of the Contractor or Subcontractor

13.1. The Contractor shall ensure that all lawful obligations of and lawful claims against the Contractor arising out of the execution of the work are discharged and satisfied, at least as often as this Contract requires Her Majesty to discharge Her obligations to the Contractor. The Contractor shall supply the Engineer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.

13.2. Her Majesty may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the Contract and from a conversion or a negotiation of the security referred to in Article 19 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

14. Engineer's Rights and Obligations

The Engineer shall:

14.1. have access to the work at all times during its execution and the Contractor will provide the Engineer with full information and assistance so that the Engineer may ensure that the work is executed in accordance with the Contract;

14.2. decide any question as to whether anything has been done as required by the Contract or as to what the Contractor is required by the Contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;

- 14.3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Engineer shall decide whether anything done or not done as a result of directions given under this Article has increased or decreased the cost of the work to the Contractor and the amount payable under the Contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Article 21 hereof.

The Contractor shall comply with any decision or direction of the Engineer given under this Article.

15. Delay, Non-compliance or Default by the Contractor

- 15.1. If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Engineer properly given, or is in default in any other manner under the Contract, the Engineer may do such things as the Engineer deems necessary to correct the Contractor's default. The Contractor will reimburse Her Majesty for all costs, expenses and damage incurred or sustained by Her Majesty, by reason of the Contractor's default, or in correcting the default.

In addition to the aforementioned remedies in this Article, the Minister may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Engineer, take all or any part of the work out of the Contractor's hands and may employ such means as seen fit by the Minister to complete the work.

16. Changes in Soil Conditions, Delay by Her Majesty

- 16.1. No extra payment will be made to the Contractor for any extra expense, loss or damage for any reason unless the Engineer shall certify that such extra expense, loss or damage is directly attributable to:

- 16.1.1. a substantial difference between the soil conditions at the site of the work indicated by the plans and specifications or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions found there;

- 16.1.2. neglect or delay by Her Majesty occurring after the date of Contract in providing any information or doing any act which is required expressly by the Contract or by usage of the trade

and the Contractor has

- 16.1.3. within 10 days of encountering such soil conditions or of the commencement of such neglect or delay, given written notice to the Engineer of a claim for such extra expense, loss or damage, and

- 16.1.4. within 30 days of the date that a Final Certificate of Completion is issued, given to the Engineer a written claim for extra expense or loss or damage.

- 16.1.5. The amount of any extra payment to be made under this Article will be calculated in accordance with Article 21.

- 16.2. If in the opinion of the Engineer any difference in soil conditions referred to in Article 16.1.1 hereto results in a saving of expenditure to the Contractor the amount of such saving shall be paid to Her Majesty by the Contractor.

17. Protesting Engineer's Decision

- 17.1. The Contractor may, within ten days after receiving communication of any decision or direction of the Engineer, give written notice to the Engineer that the decision or direction is accepted under protest. The giving of a protest by the Contractor shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest. Any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances. The Contractor must take such action within three months after the date that a Final Certificate of Completion is issued.
- 17.2. If Her Majesty determines that the Contractor's protest is justified, Her Majesty will pay to the Contractor the cost, calculated according to Article 21, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the Contract correctly understood would have required.

18. Suspension or Termination of the Contract

- 18.1. The Minister may upon notice in writing to the Contractor suspend or terminate the Contract at any time. The Contractor will comply with such notice immediately.
- 18.2. If the Minister suspends the work for 30 days or less the Contractor must complete the work when called upon to do so. The Contractor is entitled to be paid the extra cost, calculated in accordance with Article 21, of any labour, plant and material necessarily incurred by the Contractor as a result of the suspension. If the Minister suspends the work for a period in excess of 30 days, the Contractor may request the Minister to terminate the work under Article 18.4 hereof.
- 18.3. If the Minister terminates the Contract or takes the work out of the Contractor's hands because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the abandonment of work by the Contractor or the assignment of the contract by the Contractor without the consent of the Minister, the obligation of Her Majesty to make payments to the Contractor shall cease and no further payments shall be made to the Contractor unless the Engineer shall certify that no financial prejudice will result to Her Majesty from such further payments. Termination under this Article shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Engineer may complete or have the work completed as the Engineer sees fit and all costs and damages incurred by Her Majesty due to the non-completion of the work by the Contractor shall be payable by the Contractor to Her Majesty.
- 18.4. If the Minister terminates the work other than in accordance with Article 18.3 hereof Her Majesty will pay to the Contractor an amount calculated in accordance with Article 21 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Article 27.3 hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the Contract been completed.

19. Security Deposit

19.1. If the work is taken out of the Contractor's hands pursuant to article 18.3, or the Contract is terminated pursuant to article 18, or the Contractor is in breach of or in default under the Contract, Her Majesty may convert the security deposit, if any, to Her own use. If Her Majesty converts the contract security, the amount realized shall be deemed to be an amount due from Her Majesty to the Contractor under the Contract. Any balance of this amount that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty to the Contractor if, in the opinion of the Engineer, it is not required for the purposes of the Contract.

20. No Additional Payments

20.1. The amount payable to the Contractor under this Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by an increase or decrease in the cost of labour, plant, material or any wage adjustment arising pursuant to the Labour Conditions. The amount payable to the Contractor under this Contract shall be increased or decreased in the event of a change in a tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act*, the *Customs Tariff* or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property, if the change is made public after the date of the submission of the tender, applies to material, and affects the cost to the Contractor of that material.

21. Determination of Costs

21.1. For the purposes of Articles 12, 14.3, 16, 17 and 18.4, the amount payable to the Contractor shall, subject to the provisions of Article 27.2.2 hereof, be based on the unit prices, if any, set out in the unit price table. If such unit prices are not applicable the Engineer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Engineer.

22. Records to be Kept

22.1. The Contractor shall for a period of two years from the date of the Final Certificate of Completion, or until the expiration of such other period of time as the Minister may direct, maintain and keep full records, vouchers, other writings and information in respect of his estimates and actual cost of the work and shall make them available for copy, audit or inspection by any persons acting on behalf of the Minister and the Deputy Receiver General for Canada.

23. Extension of Time

23.1. The Engineer may, on the application of the Contractor made before the day fixed for the completion of the work, extend the time for the completion of the work. Whether or not the Engineer grants an extension, the Contractor shall, except to the extent that the Engineer is of the opinion that the need for an extension was due to causes beyond the control of the Contractor, pay to Her Majesty

23.1.1. an amount equal to Departmental inspection costs relating to the work incurred after the original completion date and;

23.1.2. compensation for any loss or damage resulting to Her Majesty from failure by the Contractor to complete the work by the original completion date, including the cost incurred by Her Majesty as a result of the inability to use the completed work for the period of the delay.

24. Cleaning of Work

24.1. The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Engineer.

25. Engineer's Certificates

25.1. On the day that the work has been completed and the Contractor has complied with the Contract and all orders and directions pursuant thereto to the satisfaction of the Engineer, the Engineer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price Contract, the Engineer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table and any subsequent amendments thereto, such certificate to be binding upon the Contractor and Her Majesty.

26. Rectification of Defects

26.1. The Contractor will, upon notice from the Engineer and within such time as specified in said notice, rectify at the Contractor's own expense any defect or fault, however caused, which appears in the work within 12 months of the date of the Final Certificate of Completion.

27. Payment

27.1. Her Majesty will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the total financial limitation referred to in the Contract together with the aggregate of the amounts payable by Her Majesty under Articles 12, 14.3, 16.1, 17 and 20 exceed the aggregate of any payments by Her Majesty under Article 13 and indemnification and amounts payable to or costs and damages incurred by Her Majesty under Articles 5, 6, 10, 14.3, 15, 16.2, 18.3, 20 and 23.

27.2. In the case of a unit price Contract:

27.2.1. The total financial limitation referred to in the Contract will be deemed to be the amount computed by totalling the products of the prices set out in the Unit Price Table, as amended pursuant to Article 27.2.2, if applicable, and the actual quantities of such units as set out in the Engineer's Final Certificate of Measurement, subject to any adjustment provided for in Article 27.2.2. The Engineer and the Contractor may by agreement in writing add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid unit price table by more than 15% amend the unit prices shown in the unit price table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Engineer and the Contractor fail to agree on the amount of any adjustment as contemplated by this Article, the revised or new prices per unit shall be determined in accordance with Article 21.

- 27.3. The Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Engineer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Engineer in the Progress Report as having been completed since the date of the immediately preceding Progress Claim, if any. When a Labour and Material Payment Bond has been furnished under the Contract the amount to be paid under this Article shall be 95% of the value certified by the Engineer.
- 27.4. Not later than 30 days after receipt by the Engineer of the Progress Claim and if the Contractor has made and delivered to the Engineer his Statutory Declaration pursuant to Article 13, the amount of the Progress Claim, subject to Article 27.3, shall become due and payable.
- 27.5. Not later than 60 days after the issue by the Engineer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in Article 27.1 less the aggregate of the amounts, if any, paid pursuant to Article 27.3.
- 27.6. Notwithstanding Articles 27.3, 27.4 and 27.5, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Article 13, surety bond or security deposit as specified in the Contract.
- 27.7. A payment by Her Majesty pursuant to this Article shall not be construed as evidence that the work is satisfactory or in accordance with the Contract.
- 27.8. In this Article,
- 27.8.1. An amount is "due and payable" when it is due and payable by Her Majesty according to Articles 27.4 and 27.5. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable. "Date of Payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable plus an allowance for mailing time to the Contractor's address in accordance with Canada Post official service standards. "Bank Rate" means the average Bank of Canada discount rate for the previous month.
- 27.8.2. Delay in making a payment by Her Majesty under this Article shall not be deemed to be a breach of the Contract. However, subject to Article 27.6, if payment of any Progress Claim under Article 27.3 is not made, Her Majesty will pay, upon demand from the Contractor, simple interest at the Bank Rate plus 3 per centum on any amount that is overdue from the day such amount became overdue until the day prior to the date of payment, inclusively. Interest shall not be payable or paid on overdue advance payments if any.
- 27.8.3. Interest shall only be paid when Her Majesty is responsible for the delay in paying the Contractor.
- 27.9. Her Majesty may set-off against any amount payable or debt due by Her Majesty under this Contract the amount of any debt due to Her Majesty under this Contract or any other Contract between the Contractor and Her Majesty.

28. Posting of Labour and Material Payment Bond

28.1. Where a Labour and Material Payment Bond is provided as part of the contract security, the Contractor shall post a copy of the Bond on the work site.

29. Conflict of Interest and Post-Employment Code

29.1. It is a term of this Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

30. Payment by Her Majesty

Payment by Her Majesty to the Contractor will be made:

30.1. in the case of a progress payment other than the final payment, within 30 days following the date of a duly completed progress claim, or

30.2. In the case of a final payment, or where the Contract specifies payment upon completion, within 30 days following the date on which a duly completed final progress claim or invoice are received according to the terms of the Contract, or within 30 days following the date on which the work is completed, whichever is the later.

30.3. If Her Majesty has any objection to the form of the progress claim or invoice, within 15 days of its receipt, she shall notify the Contractor of the nature of the objection. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within 15 days will only result in the date specified in Articles 30.1 and 30.2 to apply for the sole purpose of calculating interest on overdue accounts.

31. Certification - Contingency Fees

31.1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.

31.2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.

31.3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.

31.4. In this Article:

- 31.4.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms;
- 31.4.2. "employee" means a person with whom the Contractor has an employer/employee relationship;
- 31.4.3. "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c. 44 (4th Supplement) as the same may be amended from time to time.

32. International Sanctions

- 32.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), RSC 1985, c. 17, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA) R.S.C. 1985, c. E-19. The Contractor agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, and will require such compliance by its first-tier subcontractors.
- 32.2 The Contractor agrees that the Minister relies on the Contractor's undertaking in subsection (1) to enter into this Contract, and that any breach of this undertaking shall entitle the Minister to terminate this Contract under the provisions of this Contract relating to default by the Contractor and therefore to recover damages from the Contractor, including procurement costs arising out of such a termination.
- 32.3 As of this date, sanctions are in place against the following countries:
- Yugoslavia (Serbia and Montenegro) - UNA, United Nations
Federal Republic of Yugoslavia (Serbia and Montenegro) Regulations, SOR 92-342 as amended by SOR 92-211.
- Iraq - UNA, United Nations Iraq Regulations, SOR 90-531 as amended by SOR 90-694, 91-185 and 93-343.
- Libya - UNA, United Nations Libya Regulations, SOR 92-222 as amended by SOR 93-521.

SCHEDULE "C"

Attached is a property layout sketch for the Small Craft Harbours La Passe facility which is considered to comprise the federal real property as described in Schedule "A".

SMALL CRAFT HARBOURS
CENTRAL AND ARCTIC REGION



NOTES:

- PLAN COMPILED FROM:
 1. PLAN & FIELD NOTES OF SURVEY OF LOCATION Q.S.17, WATER LOT IN THE OTTAWA RIVER OPPOSITE PART OF LOT 4, EAST FRONT 'C', TOWNSHIP OF WESTMEATH, COUNTY OF RENFREW, DATED 1970
 2. PLAN & DESCRIPTION (PUBLIC WORKS), DATED JAN. 5, 1970

SMALL CRAFT HARBOURS
PROPERTY OUTLINED IN RED

S.C.H. PROPERTY AREA:

LAND N/A
 WATERLOT N/A
 TOTAL AREA: 0.376 ha.

REVISIONS:
 31/10/94 - J.D.C.
 05/08/97 - G.A.B.

SCALE: 1:750
 CLASS: C

PROJECT:

DESCRIPTION:

COMPILED PROPERTY PLAN

DRAWN BY: J.M.S.
 APPROVED BY: J.M.B.

DATE DRAWN: 17/02/93
 DATE APPR'D: 05/08/97

LOCATION:

LA PASSE
ONTARIO

DRAWING NO.: 4667-P1A
 LOCATOR CODE: 4667



REGIONAL ROAD 43

FEDERAL TITLE STATUS IS FEE SIMPLE

AREA OF SCH PROPERTY 0.376 ha.

LEGEND:



LIGHT STANDARD

0 5 10 15 20m