



Request for Engineering Consulting Services

RFP Document

RFP Document

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Section 1 – Request for Proposals Notice

Summary

The Cree Development Corporation (CDC) has issued a Request for Proposals (RFP) in order to retain the services of an Engineering Consulting Firm, with capacity in economic, social and environmental research, to conduct a regional Feasibility Study on the following proposed infrastructures, all located in the Eeyou Istchee-Baie-James region of northern Québec:

- A new railway corridor following, as much as possible, the alignment of the Billy-Diamond Highway (BDH) between km 0, located at the current trans-shipment area for the town of Matagami, Qc, to km 257 (Rupert River bridge).
- The return to service for the former railway line located between Grevet (near Lebel-sur-Quévillon, Qc) and Chapais, Qc.
- New trans-shipment areas along the BDH km 0 – km 257 and Grevet-Chapais lines, specifically one located at km 257 for the railway line along the BDH.
- The upgrading and paving of the access roads connecting the Cree communities of Waskaganish, Eastmain and Wemindji, all along the James Bay coast, with the Billy-Diamond Highway.
- The upgrading and paving of the access road connecting the Cree community of Nemaska with the Route-du-Nord.

The RFP document will outline all requirements regarding the work to be carried out as part of the Feasibility Study for Phase I – Transportation Infrastructure for La Grande Alliance.

Components and Duration

The Feasibility Study will be composed of the following components, all described in detail in the RFP Document:

1. A Market Survey examining the economic needs of the region as a function of the proposed infrastructures.
2. A Technical Feasibility Study examining all technical aspects of the infrastructures under study.
3. A Socio-Environmental Feasibility Study examining the major social and environmental elements related to the proposed infrastructures.
4. A critical and exhaustive examination of all potential risks related to the proposed infrastructures accompanied by a preliminary mitigation plan to be developed in close collaboration with the Cree communities and land users directly impacted by the infrastructures

The proposed duration of the study will be one year. It will begin no later than March 31, 2021 and end no later than March 31, 2022. All proposed modifications to the project and to the timeline, with justification, shall be subject to negotiation with the Cree Development Corporation and will be addressed in corresponding addenda, if necessary.

Deliverables

1. An Interim Report containing a preliminary rail corridor for the BDH km 0 – km 257 railway and trans-shipment area(s). **Due date: October 15, 2021.**
2. A Market Survey Report providing a detailed account of the study conducted. **Due dates: January 15, 2022 for first draft and March 31, 2022 for final draft.**
3. A Socio-Environmental Feasibility Report providing a detailed account of the study conducted. **Due dates: February 15, 2022 for first draft and March 31, 2022 for final draft.**
4. A summary table and PowerPoint presentation for the final inventory of risks and potential mitigation solutions. **Due dates: February 15, 2022 for first draft and March 31, 2022 for final draft.**
5. A final Feasibility Study Report summarizing the findings from the Market Survey and the Socio-Environmental Feasibility Reports and detailing the work carried out as part of the Technical Feasibility Report. **February 15, 2022 for first draft and March 31, 2022 for final draft.**

Philosophy and Scope of Mandate

The Feasibility Study seeks to apply the highest standards of public participation and engagement, as well as innovating in terms of the engagement of local actors in the vision, co-design and approach applied in developing the proposed infrastructures. Cree communities and Cree land users must play a key role throughout the Feasibility Study process, as shall be the case in all subsequent steps as they may arise. With this in mind, the CDC will create and coordinate, at their cost, a network of Grande Alliance Community Information Officers (GACIOs) in each of the nine Cree communities, to assist in the coordination of all consultation and community engagement work. The GACIOs will work closely with a designated Liaison Officer from the selected firm to ensure that the stated objectives are met throughout the Feasibility Study.

Section 2 – Instructions – Proposal Submission Process

1 Introduction

1.1 Background

Announced on February 17, 2020, La Grande Alliance is a 30-year Memorandum of Understanding signed between the James Bay Cree Nation of Eeyou Istchee and the government of Québec with the objective to promote a “collaborative, long-term, balanced economic development in a spirit of respect for Cree values in the Eeyou Istchee James Bay Territory”¹. The Agreement sets a roadmap for infrastructure development in a manner that is consistent with the goal of setting aside as much of the territory as Protected Areas as possible, as well as concentrating the impacts of industrial projects as much as possible along designated corridors. More information can be found at <https://www.lagrandealliance.quebec/en/>.

Infrastructure development is a major element of La Grande Alliance. The infrastructure program calls for the upgrading of major transportation infrastructure on the territory, including the installation of a railway corridor to follow, as much as possible, the Billy-Diamond Highway all the way to Whapmagoostui, where a deep-sea port will be examined. This work is broken down into three Phases.

Phase I of the Infrastructure work includes the following elements:

- Upgrades to the access roads between the Billy-Diamond Highway and the Cree communities of Waskaganish, Eastmain and Wemindji.
- Upgrade to the access road between the Route du Nord and the Cree community of Nemaska.
- A railway line following, as much as possible, the Billy-Diamond Highway between the town of Matagami and KM257 (Rupert River bridge) of the Highway.
- A return to service for the railway line between Grevet (Lebel-sur-Quévillon) and Chapais (approximate distance of 225 km).
- Trans-shipment areas along the Billy-Diamond Highway and the Grevet-Chapais railway corridors, specifically one located at KM257.

The organization charged with overseeing the implementation of the Phase I Feasibility Study is the Cree Development Corporation (CDC). The CDC is an investment and holding company overseen by the Grand Council of the Crees, that works in close collaboration with economic partners, namely the Société de développement de la Baie-James (SDBJ) and Société du Plan Nord (SPN), to oversee future economic development on the territory. The work related to infrastructure development initiatives that are part of La Grande Alliance, is overseen by a Steering Committee under the responsibility of the CDC.

¹ <https://www.cngov.ca/the-quebec-government-and-the-cree-nation-sign-a-grand-alliance/>

1.2 Project Statement

As part of La Grande Alliance Project, the Cree Nation Government, through the Cree Development Corporation (CDC), would like to retain the services of an Engineering Consulting Firm, with capacity in economic, social and environmental research, to conduct a regional Feasibility Study regarding the design, construction, operation and maintenance of Phase I – Transportation Infrastructure upgrades within the James Bay and Northern Québec region.

The following Request for Proposals (RFP) document will outline all requirements regarding the work to be carried out as part of the Feasibility Study for Phase I – Transportation Infrastructure for La Grande Alliance (See Map in [Appendix I](#)). This includes:

- Instructions regarding the Proposal Submission process;
- Instructions regarding documents to be included in the Proposal Submission;
- The Terms of Reference, including all field work, studies and deliverables;
- Expectations regarding the duration of the Mandate;
- Expectations regarding the expertise deployed on the project;
- Expectations regarding the approach to the project;
- All terms and conditions related to the Mandate.

1.3 Duration of Mandate

The services required would span over a period of about 12 months. The target date for the signature of the contract is March 21, 2021. The Feasibility Study, including the final project report, would need to be completed no later than March 31, 2022.

This Request for Proposals document (herein referred to as RFP) involves the selection of an Engineering Consulting Firm able to perform all services outlined in the Mandate. Proposals will be evaluated according to the criteria specified in [Appendix III](#).

2 Terms and Conditions

2.1 Definitions

“Additional Services” refers to any work requested by the Client to the Consultant that goes beyond the scope of tasks outlined in this RFP Document or of the proposal received and accepted from the Consultant, including all appendices.

“Agreement” refers to The James Bay and Northern Quebec Agreement (JBNQA).

“Client” refers to the Cree Development Corporation, an entity overseen by the Grand Council of the Crees of Eeyou Istchee.

“Client Project Manager” refers to the designated representative of the Client assigned to oversee the progress of the Mandate. The Consultant shall maintain regular communication with this person.

“Closing Time” refers to the precise date and time representing the local time at the Client’s office and after which no further proposal submissions will be accepted.

“Consultant” refers to the person, the entity or entities (in the case of a consortium) whose name shall appear on the contract for the services to be offered with respect to the Mandate.

“Consultant Liaison Officer” refers to a person hired by the Consultant to act as the main communication channel with the GACIOs throughout the Mandate. The Consultant Liaison Officer will be responsible for planning and executing consultation and information sessions in Cree communities, coordinating field work in a manner that maximizes local engagement and participation and organizing all meetings with the GACIOs, including recording, distributing and organizing meeting minutes.

“Consultant Project Director” refers to the designated representative of the Consultant. This person shall be the main point of contact with the Client throughout the Mandate.

“Contract” refers to the legal agreement encompassing the Mandate with the Consultant selected to execute the latter on behalf of the Client. The documents presented in the RFP will be considered integral to the Contract.

“Core Project Team” refers to the main members of the Consultant’s team whose qualifications and experience will be evaluated under the relevant Selection Criteria. More information regarding the Core Project Team is available in [Appendix II](#).

“Deliverables” refer to all documents that must be submitted as part of the Mandate to the Client by the Consultant on the due dates indicated in the RFP Document. The Consultant is solely responsible for informing the Client if they are unable to respect any due dates, providing valid reasons and justification.

“Economic Development Agents” refers to existing positions in each of the nine Cree communities generally responsible for coordinating economic development initiatives with local entrepreneurs and businesses. They will be key informants for the Market Survey.

“Grande Alliance Community Information Officers” or “GACIOs” refers to Officers hired in each of the nine Cree communities to engage with the Consultant in carrying out the Mandate. This person will also be responsible for maintaining the Communication Office, which will serve the community as the privileged source of information regarding La Grande Alliance project. Their work will be supervised by the Client, via Service Agreements signed with each of the implicated Cree Nations.

“Guiding Document” or “GD” refers to important documents explaining the underlying philosophy of the Feasibility Study. They are considered essential to understanding the full scope and expectations of the Feasibility Study. These documents are found in [Appendix IV](#).

“Interim Report” refers to the Deliverable report to be submitted to the Client by the Consultant due on October 15, 2021, which shall contain a draft Table of Contents as well as the preliminary proposed rail corridor along BDH km 0 – km 257.

“Managing Partner” refers to the firm that will act as the primary intermediary on behalf of any consortium for the purposes of this Mandate, or not.

“Mandate” refers to services to be supplied by the Consultant pursuant to the entire description of work outlined in the current document and for which the Consultant shall submit its proposal.

“Mandatory Criteria” refers to the criteria regarding content that must be present in the submission in order to be considered eligible for subsequent steps in the evaluation process.

“MTQ” refers to Ministère des transports du Québec.

“Proposal Submission” refers to the proposal to be received by the Client from the Consultant. This document will be evaluated based on its ability to cover all aspects mentioned in this RFP Document.

“RFP Document” refers to all documents pertaining to the Request for Proposals to which the contract refers, including the Terms of Reference.

“SDBJ” refers to Société de développement de la Baie James, a representative of the Government of Quebec, responsible for promoting sustainable economic development in the James Bay territory.

“Selection Committee” refers to a committee of representatives from the the Cree Nation Government (CNG) and the government of Québec.

“Selection Criteria” refers to the criteria applied to all proposal submissions for which the Mandatory Criteria is deemed satisfactory, with the goal of identifying a Consultant to carry out the Mandate.

“Specialists” refers to the members of the Consultant’s team with specific expertise whose qualifications and experience will be evaluated under the relevant Selection Criteria. See Appendix II.

“SPN” refers to Société du Plan Nord, a representative of the Government of Quebec, which contributes to the integrated and coherent planning and development of the Quebec territory located north of the 49th parallel.

“Steering Committee” refers to a committee of partners that will supervise the progress of the Mandate and will be overseen by the Client. The Consultant shall meet on a regular basis with the Steering Committee.

“Tallyman” refers to a Cree person recognized by a Cree community as responsible for the supervision of the activities related to the exercising of the right to harvest on a Cree trapline

2.2 Clauses and Conditions

Consultants who submit a proposal agree to comply with the clauses and conditions of this Request for Proposals and RFP Document, and accept the clauses and condition of the resulting Contract.

The Proposal Submission should include how the Consultant proposes to accomplish the Tasks of the Mandate, as outlined in the Terms of Reference, as well as how it is able to understand the specific expectations of La Grande Alliance as a new way of working in the region.

If the Consultant's proposal or work omits or contradicts any of the requirements of this RFP Document, the RFP Document will prevail unless a written notice is issued by the contact person of the Client.

In the case of a dispute, the documents shall be used with the following priority:

- a. Contract
- b. RFP Document
- c. Proposal from the Consultant
- d. Any appendices to the Consultant's proposal

In the event of discrepancy between the English and French version of the documents, the English version holds precedence.

Any work requested by the Client to the Consultant that goes beyond the scope of the documents and time evaluated in the original Proposal Submission is considered "Additional Services," and shall be addressed according to a process defined in [Articles 19 & 20](#) of this document.

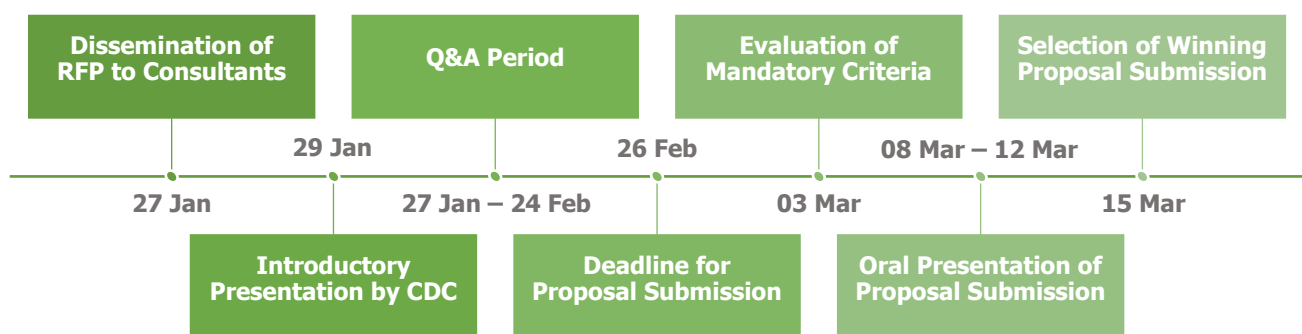
2.3 Instructions and Requirements for Proposal Submission

2.3.1 Proposal Submission Process Timeline

The submission process is divided into two parts.

The first part is related to proposal submission, spans over a period of four and a half (4.5) weeks starting from the 27th of January 2021 to the 26th of February 2021 and is defined as the period during which participating Consultants review the Mandate and develop their vision for the solution. This period also has provisions for addressing any questions that may arise over the course of the development of the proposal.

The second part of the submission process is related to the evaluation of the submitted proposals and spans over a period between two to three (2-3) weeks. The timeline and steps in the submission process are detailed below.



Note: All dates are for the year 2021

- Dissemination of RFP to Consultants - RFP Document is sent to participating Consultants.
- Introductory Presentation by the Client – The Client hosts a webinar explaining the Mandate and the required execution approach (Friday, January 29, 2021 at 1:30pm).
- Q&A Period - Consultants have up to the end of Friday each week to send in questions via email. The answers to questions posed by all Consultants will be compiled as an addendum and distributed to all Consultants the following Wednesday.
- Deadline for Proposal Submission – Proposal Submissions not sent in within Closing Time will be disqualified.
- Evaluation for Mandatory Criteria - Proposal Submissions will be screened based on Mandatory Criteria ([Appendix III](#)) and Consultants will be notified whether their proposal will be further evaluated.
- Oral presentation of Proposal Submission - Consultants that have cleared the Mandatory Criteria are invited to present their Proposal Submission to the Selection Committee.
- Evaluation based on Selection Criteria – Proposal Submissions will be evaluated based on the content of the proposal as per the Selection Criteria presented in [Appendix III](#).
- Selection of Winning Proposal and signing of Contract - The Consultant that submitted the winning bid is notified by the Client and the Contract shall be finalized towards March 21, 2021.

2.3.2 Closing Time

The Consultant is responsible for submitting their proposal prior to the Closing Time of the Request for Proposals. Due to the circumstances of the COVID-19 pandemic, all proposals must be submitted via email. In addition to sending the proposal via email, the Consultant must also send a text-only email informing the Client of the submission. This is to account for possible delays in email delivery due to size of attachments or spam filters.

The Client reserves the right to delay the closing time, and all Consultants will be properly informed of the new date and precise time in such instances.

The Closing Time for the submission of proposals is:

26th February, 2021 at 3:00 p.m. Eastern Time

The email address for submission of proposals is:
cdc@cngov.ca

2.3.3 Questions During the Proposal Submission Preparation Period

All inquiries must be submitted via email by 14:00 EST Friday every week of the Request for Proposals submission period. The answers to these questions received from all participating Consultants will be compiled and submitted as an addendum the Wednesday of the following week. The schedule for Q&A during the period is listed below.

Q&A Period #	Deadline for Submitting Questions	Addendum with Answers Sent Out On
1	29-Jan-21	03-Feb-21
2	05-Feb-21	10-Feb-21
3	12-Feb-21	17-Feb-21
4	19-Feb-21	24-Feb-21

Since the questions will be shared across all Consultants, it is required for Consultants to avoid questions which may be of proprietary nature or rephrase them in a manner that is appropriate for it to be disseminated to all Consultants.

Consultants should quote as accurately as possible the section number of the request for proposals to which the question relates and be sure to state each question in sufficient detail to ensure an accurate answer.

Email address for questions:
cdc@cngov.ca

3 Other Terms and Conditions

3.1 Applicable Laws

The selected Consultant's work must comply with all pertinent local, provincial and federal laws, by-laws and regulations.

3.2 Submission Validity Period

Proposal Submissions must remain firm and in effect for ninety (90) days following the Closing Time of the Request for Proposals.

If the Client deems it necessary to extend the period fixed for the acceptance of the proposals, the Consultant will be notified by email before the expiry of the period, and the Consultant will have 15 days from the date of receipt of the notice to accept by email the extension requested therein or withdraw its submission.

3.3 Work Team, Sub-contracts and Consortiums

The Client expects that the professionals who will work and complete the Mandate will be those mentioned in the Proposal Submission. Any change must be submitted in writing for the approval of the Client. The Client can accept or refuse this change. Further information can be found in [Article 17.3](#).

A Consultant who intends to form a consortium to present a Proposal Submission must advise the Client prior to sending their proposal. It is then the Client's choice to accept or refuse the consortium. In the case of acceptance, the proposal must clearly indicate the firm acting as Managing Partner for the Mandate. Unless indicated otherwise, the Client will deal directly with the designated Managing Partner firm regarding all questions related to the proposal as well as if the Contract is awarded to this consortium.

If a Consultant wishes to use other professionals or do a partnership with other professionals as sub-consultants for the purpose of the performance of the Mandate, these must be presented in the proposal unless specifically requested by the Client.

It is the responsibility of the Managing Partner firm to ensure the reporting to the Client of all financial information related to the Mandate for all participating consortium members. All participating firms will be held to the highest accounting standards.

It is understood that all firms that may participate in the Mandate at any time will be held to the same requirements and performance standards in carrying out the Mandate. The Managing Partner shall be solely responsible for ensuring the highest standards from all sub-consultants and/or consortium members.

The Consultant shall include the details regarding their team, including Core Members as well as Specialists, referring to the structure presented in [Appendix II](#).

3.4 Attestations

To be eligible to bid on the Mandate, the Consultant having its headquarters in Québec must submit to the Client an attestation from Revenu Québec. This attestation will be considered valid for a period of three (3) months following the date of delivery, and must not be delivered after the Closing Time of this Request for Proposals. This attestation must state that, at the time of delivery, the Consultant has produced all revenue declarations and related reports as required by law and has no outstanding accounts payable to the Ministère du Revenu du Québec, most notably if and when any recovery has been legally suspended and that the Consultant is not in default of its fiscal responsibilities.

A Consultant that submits an attestation from Revenu Québec that has false or imprecise information, including any false declaration with regards to this requirement, is considered to be in default of this requirement.

If the Consultant consists of a legally constituted consortium, only one attestation for the consortium is required. If the Consultant is not legally constituted, it is recommended that each participating entity in the consortium produce an attestation from Revenu Québec, but will be required only from the Managing Partner of the consortium.

Consultants are strongly recommended to request the attestation as soon as possible. Attestations can be obtained using the electronic services Clic Revenu via the website clicSÉCUR (<https://www.info.clicsecur.gouv.qc.ca/entreprises/>).

Any Consultant not headquartered in Québec shall, in lieu of an attestation from Revenu Québec, include a declaration of financial health in the proposal stating the following:

- Name of the company and location;
- Contact person who can be reached during normal business hours;
- A declaration that the Consultant is not in default of its fiscal responsibilities that may hinder its ability to carry out the Mandate in question;
- A declaration that the company is unable to produce an attestation from Revenu Québec;
- A declaration that all information provided by the company is complete and exact.

3.5 Authorizations

The Consultant must, at the date of submission of the proposal, be authorized to carry out contracts by the “Autorité des marchés publics”. The Consultant must, for the duration of the contract, keep valid this authorization. The same requirement applies for any legally constituted consortium.

In the case of non-legally constituted consortiums, only the Managing Partner shall be required to maintain a valid authorization from the “Autorité des marchés publics”. However, the Managing Partner assumes full responsibility with regards to the fiscal management and quality of work carried out by all other partners and/or sub-consultants.

3.6 References

The Client reserves the right, before awarding the contract, to require the Consultant to submit the proof of certain qualifications as well as any professional references that it may deem necessary.

The Client will take into consideration in its evaluation the financial, technical and other qualifications and skills of the Consultant. Failure to comply with the requirements described above may result in not granting the contract or terminate the contract, if it has already been awarded.

3.7 Condition of Award

The highest scoring proposal or any other proposal will not necessarily be accepted. The Client reserves the right to:

- a. Reject any or all of the proposals received in response to the request for proposals;
- b. Cancel the request for proposals at any time;
- c. Reissue the request for proposals
- d. To negotiate with the only Consultant who submitted a valid proposal to ensure that the Client will benefit from the best quality / price ratio

By submitting a proposal, the Consultant acknowledges the rights of the Client as provided by the present clause, and waives any claim or cause of action against the Client for the reason that the Client has exercised its rights pursuant to the present clause.

The Consultant acknowledges that they will not be reimbursed or compensated for the cost and expenses incurred for the preparation of their proposal with respect to the present Mandate.

3.8 Proposal Submission requirements

To be considered for selection, the Consultant must submit a document outlining their proposal, supported by relevant appendices.

The Proposal Submission document must:

- Describe how the Consultant will plan and organize the proposed work to accomplish the various tasks outlined in the RFP Document;
- Outline the key persons of the work team and their specific qualifications in relation to the project. This section must specify the Consultant Project Manager, who will also be the main contact person on behalf of the Consultant with the Client for this Mandate. A second key person is the Consultant Liaison Officer, who shall work closely with the Grande Alliance Community Information Officers throughout the Mandate;
- Outline any persons on the work team that could act as replacements in the case of any unforeseen incidents;
- Include all other information relevant to the Consultant proposal submission for the Mandate, if applicable;
- Contain a list of past projects of similar nature that were completed by the Consultant and by their partners, as well as the key people on the project team and their involvement in the current bid (refer to [Appendix II](#));
- Include a breakdown of effort in hours for each section of the Mandate. Details of the effort hours should be presented in a matrix form and effort hours for each task and sub-task must correspond to those listed in the RFP Document. This estimated effort must include any contingencies that may be required to account for, depending on the specific task listed. The effort hours must be further broken down based on the professionals who shall be mobilized to work on each individual task;
- Detail the hourly rates for all professionals who shall be mobilized to work on each individual task. All relevant engineering and technical positions must be based on *Appendix I* of the *Association des firmes de génie-conseil du Québec Schedule of Fees – 2020 Edition*. For all other human resources, per-hour rates should be proposed by the Consultant based on the experience and expertise of these professionals and should be comparable to the rates established by the *Association des firmes de génie-conseil du Québec Schedule of Fees*. All related overhead and administration (direct costs, indirect costs and profit) must be included in the per-hour cost rates, and must not exceed 150%. Details regarding the applicable overhead rates should also be provided;
- Provide projected costs for travel of their team members, as well as rates that represent the true cost of travel in Eeyou Istchee;
- Include all material costs required in the execution of the Mandate, including any administration surcharges, where applicable (these should not exceed 15%).

The proposal must therefore contain all-inclusive effort-hours, including services, labour, management, delivery and applicable taxes.

The per-hour cost of each professional included in this document will apply towards any Additional Services solicited by the Client to the Consultant, not including overtime or holidays.

Consultants are invited to make suggestions for the scope of the required work. In such a case, the Proposal Submission must still follow the order and requirements of this RFP Document, so that the Proposal Submission may be compared with those of other bidding Consultants, with additional suggestions to the scope, procedures or methodologies made at the end of each corresponding section. In such cases, the text should clearly indicate that these are additions to the proposed work, and should include the additional time required by team members to carry out these additional tasks (including, if the case arises, the hourly rate for any non-legislated professional not previously listed for other tasks). Depending on the scope of the addition, the Consultant may consider explaining the addition in greater detail in an appendix.

3.9 Proposal Format

The proposal must be submitted as a standard PDF document with the file name following the convention of “LGA-Phase 1-Proposal Submission-Consultant” where “Consultant” refers to the name of the entity, consortium or Managing Partner. All appendices and addendums should be included as a part of the PDF to which they correspond.

To facilitate a “blind” evaluation of all Proposal Submissions, there should be no reference to the name(s) of the Consultant(s) in the proposal document. We therefore ask to only indicate the name on the Cover Page, which will be extracted from the Proposal Submission during the evaluation.

4 Assessment Procedures, Basis of Selection and Evaluation Criteria

4.1 Assessment Procedures

4.1.1 Selection Committee

Submission Proposals shall be evaluated by the Selection Committee.

The Selection Committee shall give the final recommendation to the Client, the Cree Development Corporation, which will then decide to accept the recommendation or to cancel the RFP, as noted in [Article 4.1.4](#).

4.1.2 Mandatory Criteria

All proposals submitted within the Closing Time shall first be evaluated to ensure they meet all Mandatory Criteria. **Failure to include any one of the mandatory contents will result in the immediate discarding of a Proposal Submission.** Consultants whose proposals meet all the necessary criteria shall be invited to present an oral presentation of their proposal. The list of Mandatory content is provided in [Appendix III](#).

4.1.3 Oral Presentations

The oral presentations should be no more than thirty (30) minutes. This time limit is firm and will be enforced. The presentations should include:

- Overall strategy for Mandate;
- Brief presentation of Core Project Team;
- The individual approach for Market Survey, Technical study, Socio-environmental study and mitigation plan in very brief terms;
- Objectives for final report.

The oral presentation will be followed by a round of Questions & Answers from the Selection Committee for a maximum duration of thirty (30) minutes.

Considering the scope of the Mandate and the short timeframe within which to present, the Consultant shall prioritize the elements that make their Submission Proposal innovative in light of the stated objectives of the study.

Presentations shall be evaluated on the following specific criteria:

- Inclusion of required elements listed above.
- Ease of communicating understanding of Mandate.
- Level and appropriateness of innovation integrated into approach.

The evaluation of the presentation shall be considered in the final Proposal Submission evaluation according to the weighting described in [Appendix III](#).

4.1.4 Final Selection

Each Consultant that made a Proposal Submission shall be contacted once the final decision has been reached. For Proposal Submissions that do not meet the Mandatory Criteria, this shall be communicated as such. No score will be provided as, in such cases, as no further evaluation will be made. For all other Proposal Submissions, those not retained shall be advised shortly after the Client makes its final decision following the recommendations of the Selection Committee.

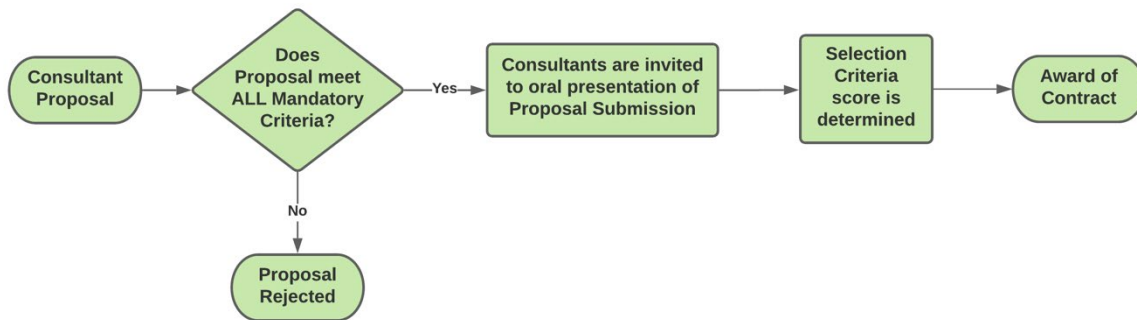
In the case of cancellation of the RFP, the Client shall not be required to provide the scores of each Proposal Submission, other than to notify each Consultant that no Proposal Submission was retained.

For all Proposal Submissions having passed the Mandatory Criteria but not retained, the Client commits to providing them with the final score of the evaluation and the ensuing recommendation regarding their Proposal Submission from the Selection Committee.

4.2 Basis of Selection

The proposals will be scored based on specific Selection Criteria. For a detailed overview of all factors considered in the evaluation, refer to [Appendix III](#). The Consultant whose proposal scores the highest based on the Selection Criteria will be awarded the Mandate. It is possible that the Client initiate a negotiation process with the Consultant to finalize the specific modalities of the Contract, including certain hourly rates, if necessary.

The Flow Chart below presents the full Consultant selection process.



4.3 Remuneration of the Mandate

The retained Consultant shall be remunerated based on the rates provided for their team members provided in the Submission Proposal and subsequently agreed to with the Client prior to finalizing the Contract, on a per-hour basis. The Consultant shall provide with each invoice details regarding the hours worked by team-member, per Mandate task, as well as any travel-related costs incurred and other relevant expenses (material costs, etc.).

The hourly rates for all engineering professionals as well as any legislated positions must come from *Appendix I of l'Association des firmes de génie-conseil du Québec – 2020 Edition*. For all other human resources, per-hour rates should be proposed by the Consultant based on the experience and expertise of these professionals and should be comparable to the rates established by the *Association des firmes de génie-conseil du Québec Schedule of Fees*. All related overhead and administration (direct costs, indirect costs and profit) must be included in the per-hour cost rates, and must not exceed 150%.

Any work that goes beyond the estimated time allocation for a given Mandate task will be considered Additional Services and, as such, must be subject to an addendum to the contract, as outlined in [Articles 19](#) and [20](#).

The Client reserves the right to negotiate any professional rates provided in the Submission Proposal with the Consultant prior to the signature of the Contract. As such, the Consultant retained for the Mandate shall be remunerated according to the per-hour rates provided for each member of the project team, as agreed upon in the Contract.

The Schedule of Payments shall be negotiated prior to the signature of the Contract. However, the Client shall reserve at least 20% of the total budgeted amount in the form of a holdback to be released upon the acceptance of the final deliverables required from the Consultant by the Client.

Section 3 – Terms of Reference

5 Mandate Tasks

To achieve the stated objectives of the Feasibility Study for Phase I – Infrastructure, six (6) specific tasks are identified below.

- [Task 1 - Background research, strategy planning and project management](#)
- [Task 2 - Market Survey](#)
- [Task 3 - Technical Feasibility Study](#)
- [Task 4 - Socio-Environmental Feasibility Study](#)
- [Task 5 - Contingency/Mitigation Strategy and Planning](#)
- [Task 6 - Final Report and Cost Evaluations](#)

Details regarding the activities and deliverables for each task are presented in the following sections. This section ends with a detailed list of deliverables and timelines for each task.

On several occasions, mention is made to Guiding Documents (GD) in the sections below. These documents are found in [Appendix IV](#) (note that Appendix IV contains ten (10) Guiding Documents, each individually numbered). The Guiding Documents should be considered as essential to understanding the full scope and expectations of the Feasibility Study. As such, the Consultant is responsible for demonstrating their understanding of the ideas presented therein, and the degree to which this is evident in their proposal will be considered in the selection criteria.

It should be noted that, due to exceptional circumstances, no pre-feasibility study has been carried out for Phase I. As such, several components of the Feasibility Study would normally be found at the pre-feasibility level.

All proposals shall be evaluated based on how the Consultant proposes to accomplish the work outlined in the tasks listed below as well as how they are able to understand the specific expectations of La Grande Alliance as a new way of working in the region.

6 Task 1 – Background Research, Strategy Planning and Project Management

This first Mandate task involves the elaboration of a detailed strategy to execute the subsequent tasks of the Mandate. This includes a communication strategy for working with representatives of the Client as well as with the GACIOs, explained in greater detail below. For the purpose of planning and tracking activities of Phase 1 - Infrastructure, the Consultant will be assigned a Client Project Manager responsible for overseeing the Mandate. The Consultant shall plan, at a minimum, a mandatory monthly conference call of at least one hour with the Client Project Manager. During these meetings, the Consultant should provide an assessment of all work in progress of work as well as planning for work to come. The Consultant should also plan adequate time for a kick-off meeting with the Client as well as with the Steering Committee responsible for overseeing the Feasibility Study, as well as regular meetings thereafter. The recommended schedule of meetings is provided in [Article](#)

[12.1](#) but generally follows one meeting per quarter, with additional meetings towards the end of the Mandate to review all deliverables. The Consultant shall plan to provide one brief e-mail report once every two (2) weeks or when important deliverables are due, whichever comes first, to the Steering Committee. The Consultant Project Manager shall be responsible for mobilizing members of the Core Project Team to aid in the presentations to the Steering Committee, if necessary. The Consultant should therefore plan for a minimum of five (5) meetings and a maximum of eight (8) meetings with the Steering Committee.

The Consultant shall be responsible for fully understanding the objectives of La Grande Alliance, its relationship to the James Bay and Northern Québec Agreement and the overall vision of the future development on the territory. This information is provided in [GD 6.1](#), [6.2](#) and [6.3](#) included in [Appendix IV](#). The degree to which this information is integrated into the Feasibility Study approach and is evident in the proposal will be part of the evaluation criteria used to select the winning bid.

The Consultant shall employ the highest standard of Cree community engagement, participation and consultation throughout the carrying out of this Mandate. To this end, La Grande Alliance Community Information Officer (GACIO) will be appointed in each of the nine Cree communities affected by the project. The Consultant is expected to engage regularly with the GACIOs, and is expected to appoint a full-time Consultant Liaison Officer to act on its behalf with respect to relations with these offices. A Committee made up of representative(s) from the CNG, the GACIOs and the Consultant (including the Consultant Liaison Officer) shall meet at a minimum once per month. This Committee shall be responsible for:

1. Monitoring the progress of the Feasibility Study;
2. Coordinating information sessions with community members;
3. Coordinating all consultations and information exchanges with land users and communities impacted by the proposed infrastructure (with specific focus on Phase I);
4. Reviewing the information produced as part of the Feasibility Study;
5. In the case of Cree Traditional Ecological Knowledge, validating all information prior to its final integration into the Feasibility Study report;
6. Identifying any problems and/or potential conflicts as they may arise, as well as proposing potential solutions.

Any additional responsibilities of the Committee will be finalized during the initial meetings. All costs related to the travel and participation of the Consultant's representatives to these meetings should be included in the proposed budget (as described in [Article 3.8](#)). Note that the costs related to the GACIOs will be covered directly by the CDC and its local partners.

Further information regarding the Grande Alliance Community Information Officer as well as consultation norms and processes applied to this Mandate are provided in [GD 6.4](#), [GD 6.5](#) and [GD 6.6](#).

The Eeyou Istchee territory is made up of over 300 traplines, or family hunting territories (referred to in Cree as *Indoho-Istchee*). The trapline system makes up the backbone of traditional Cree territorial governance, and has been in place in some form or another since time immemorial. The Consultant should pay close attention at all times to the work they perform as well as the potential location of all project sites relative to Cree traplines. To this end, a map is provided showing the current trapline boundaries and numbers within all elements of the project area ([Appendix V](#)). Each trapline has a designated spokesperson, or Tallyman (*Kanowapmaaken* or *Indoho-Istchee Oujimaw* in Cree). These people are generally considered to be the most knowledgeable land users and are responsible for the management of harvesting activities of the trapline, especially with respect to big game and fur-bearing animals. These people should be considered essential stakeholders in all consultations, and along with elders, as Cree experts. They should be involved in as much of the project as possible including, where appropriate, the development of preliminary technical designs. Furthermore, consultants are expected to respect their traditional authority **at all times**.

Community engagement, participation and consultation form a major foundation of the Feasibility Study. The Consultant will be called upon regularly to report on the progress of consultation and must maintain an up-to-date database of information related to consultation efforts, including:

1. Number of different Cree stakeholders met, when, for how long and with whom.
2. Information sessions with Cree land users by trapline number;
3. Issues raised and steps taken by the Consultant to address them;
4. Any changes made to the project as a result of concerns or suggestions from Cree stakeholders.

The data listed above are considered to be Key Performance Indicators (KPI) for tracking consultations throughout the Feasibility Study phase.

6.1 Priority to Cree manpower and Cree suppliers

The Consultant is expected to maximize the participation of Cree workers in all parts of the Feasibility Study. This ensures that the Crees have a voice in the Study, that Cree Traditional Ecological Knowledge (Cree TEK) plays a pivotal role in the gathering of information as well as to ensure the safety of all those involved in the work to be carried out. Crees have an intimate knowledge of their territory, in particular among those land users for a given trapline.

All Cree manpower will be coordinated through the local GACIO. These people shall be responsible for hiring and completing all relevant paperwork for workers to be paid. All Cree workers shall be paid through their local Cree government administration. For their part, Consultants are responsible for integrating Cree workers into their teams, for overseeing the participation of Cree workers in the field and for keeping a log of hours worked to be later sent to the GACIO. The requirement for Cree workers should not mean hiring any individual to satisfy this requirement, and it is understood that Cree workers should provide a positive contribution to the team at all times. If this is not the case, the Consultant should contact the GACIO immediately to work on potential solutions.

In general, the following procedure should be followed by the Consultant Liaison Officer and the GACIOs when hiring Cree manpower:

1. Consultation with the tallyman for the trapline(s) where the work is to take place.
2. Hiring of the tallyman or immediate family members.
3. If they are not available, other land users from the trapline.
4. If no other person is available, other community members in coordination with the GACIO.
5. Any other Cree worker who is available.

Some exceptions can be made occasionally to this procedure. For example, if the worker is a Cree student on an internship program, they may take a priority spot on a field team. This however will require prior approval of the GACIO representatives.

In addition to the hiring of Cree human resources, the Consultant should prioritize the rental of Cree equipment (snowmobiles, boats, etc.), wherever possible. The GACIOs will assist in procuring any necessary equipment.

For all work carried out in water, the Consultant must prioritize the use of boats rented from land users as much as possible. In close collaboration with the GACIOs, the Consultant must ensure that all boats are commercially licensed. The Consultant shall identify as early as possible their needs for the use of boats, so that the CDC may evaluate the need for additional certifications among local boat owners if necessary.

For all human resources and/or equipment needs, the Consultant must provide sufficient lead time to allow for the GACIO to mobilize the necessary resources. Two weeks is usually recommended, and requests should not be submitted any less than 5 working days beforehand. In the case where non-local resources are not available, the Consultant must immediately communicate with the GACIO to identify possible solutions.

6.2 Health and Safety Plan

The Consultant is responsible for the health, safety and professional integrity of all workers and sub-contractors at all times. All work must conform to the highest professional and legal regulations and standards.

All field work must be subject to a Health and Safety Plan developed by the consultant, to be reviewed by the CDC as well as by the GACIO of each of the concerned communities.

The plan must include, at minimum, the following information:

- Work carried out in areas not serviced by cellular phone signal
- Work carried out in and around water
- Work carried out with specialized or heavy equipment

The Health and Safety Plan must include a description of the different work to be carried out, an appreciation of the risks involved, the communication measures and protocols in place as well as all measures taken to mitigate risks as much as possible. The Health and Safety plan must be updated on a regular basis to reflect any changes to the work plan by the Consultant.

The Health and Safety Plan must include provisions for Cree workers who will be hired to assist and/or participate in any work or study, as well as when conducting field visits, consultations or information gathering work in the company of Cree land users or elders. The Consultant will be responsible for briefing all new Cree team members on the health and safety protocols in place as early as possible when they join the field teams.

All field teams must have the following minimum equipment with them at all times:

- A cellular phone;
- A functional satellite phone;
- A GPS receiver.

For all field work, all teams must have at least one (1) person qualified in First Aid with a valid certificate recognized by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNSST), including CPR. These qualifications must be submitted to the Client prior to initiating field work. For teams working in water or in inaccessible areas (10 km from nearest road access), at least two (2) team members must have such First Aid qualifications. All costs related to First Aid training should be assumed directly by the Consultant. In the case of Cree workers, the Consultant should work closely to identify training needs so as to provide the necessary training if required.

For any work carried out in isolated areas accessible only by aircraft, at least one (1) team member must have a valid Wilderness First Aid certificate. In addition, the team should be equipped with their own Survival Kit, in addition to the one carried by the pilot.

All work in water must be carried out with a minimum of two boats at all times for security reasons. All workers must be adequately equipped with Personal Floatation Devices (PFD). In the case of work in spring or fall, PFDs must be full-body floatation suits. To this end, the Consultant should indicate in their plan the water temperature below which full-body suits should be used. Finally, all boats should be adequately equipped according to commercial vessel standards, and all boat captains must possess adequate operator competency certifications.

For any work carried out on ice, the Consultant must develop a clear protocol that includes the procedures to follow if someone falls through the ice, adequate safety equipment and floatation devices. For all work carried out on ice, the Consultant should always have one Cree person with good knowledge of the area as well as ice safety equipment present with the field team.

The Health and Safety Plan must also include provisions with regards to COVID-19 restrictions, in particular how they will ensure to respect current restrictions on the territory, in particular the Eeyou Istchee bubble. The COVID-19 plan may need to be reviewed by regional public health officials as well as local task forces mandated to oversee regulations in their respective communities. It should be noted that, until further notice, according to the Mandatory Self-Isolation Law in Cree Communities, all people entering Cree communities from zones identified by Cree authorities must self-isolate for 14 days. The Consultant will be responsible for staying up-to-date regarding restrictions, as these change on a regular basis.

In addition, for work done outside the communities, the Consultant must ensure adequate safety measures such as social distancing and Personal Protective Equipment at all times.

6.3 Permitting Requirements

The Consultant will be responsible for procuring all necessary permits for any of the work to be carried out for the Mandate that may impact the natural environment for which a permit is required. This includes the permits required in preparation for the geotechnical surveys and the inventory of aggregate materials to be carried out in winter 2021-2022 ([Article 8.5.5](#) and [Article 8.5.6](#)). The Consultant shall request these permits from the appropriate authorities (municipality, provincial government regional office, etc.), specifying clearly that they are Mandated to do so by the Client. Sufficient time should be allocated in the proposal to account for these requests.

Specifically, the Consultant shall be required to procure permits for any work that involves slashing and small-scale deforestation, if necessary. In addition, the Consultant must have a permit for all harvesting activities, including for the transportation and disposal of fish carcasses, terrestrial or avian fauna, etc. The Consultant should provide a copy of all “SEG” (scientifique, éducatif ou de gestion) permits obtained as part of their work to the Client.

The Consultant must commit to respecting the specific conditions and the spirit underlying each permit and regulation. Furthermore, with respect to the harvesting of animals, this work should be discussed with the GACIOs prior to commencing work so that community members are made aware. They may make additional suggestions regarding harvesting practices in line with Cree cultural values. The Consultant is expected to view these with equal validity and importance as other regulations.

6.4 Management Plan

The Consultant shall develop a project management plan for the execution of the Feasibility Study for each of the three-infrastructure work outlined by the Mandate – road repairs, rail return-to-service (Grevet – Chapais) line and the new railway line alongside BDH. At minimum, the project management plan must include a work breakdown structure, a visual representation of timelines (such as a Gantt chart), and an implementation strategy for the activities along the identified *critical path* for each infrastructure category, including overlapping activities.

The consultant shall prepare a high-level project plan that will serve as the basis for discussions with the Client Project Manager, GACIOs and the Steering Committee. This plan should be subject to regular review with the Client and adjustments shall be made whenever necessary. The consultant shall execute the project using the highest standards of project management such as those prescribed by the Project Management Institute (PMI).

7 Task 2 – Market Survey

The market survey is an elaborate study of the potential regional economic sectors that could be serviced by the proposed infrastructures and an outline of what is required to foster future growth. Ultimately, this evaluation will serve to evaluate the collective value of the proposed infrastructure upgrades. Special consideration should be given to the needs of Cree communities as a function of future demographic growth, increasing participation in the larger Québec economy as well as the growth of the Cree social economy. The Consultant should refer to [GD 6.2](#) and [GD 7.1](#) for more information and insights.

IMPORTANT NOTE: Because La Grande Alliance is composed of multiple Phases that are complementary, it has been decided that the Market Survey for Phase I should include the elements listed above PLUS the extension of the proposed railway along the Billy-Diamond Highway **up to km 544**. This corresponds to the corridor that follows the alignment of the highway (it is expected that the railway will deviate from the highway from this point). This extended study area applies only to the Market Survey (refer to map provided in [Appendix I](#)).

With regards to upgrades to the community access roads, the Consultant should refer to previous studies commissioned by the Cree Nation Government, so as to avoid duplication as well as to update this information as much as possible.

7.1 Basic Information

The Consultant should provide a detailed economic profile of the region and its population, including but not limited to:

- Cree and Jamesian populations and demographic growth projections;
- Current and future job market;
- Schooling;
- Income;
- Structure of the local and regional economies, including the predominant industrial sectors (mining, forestry, etc.);
- Any other indicators related to socio-economic well-being that provide an adequate understanding of the current situation in the region.

In addition, the Consultant should outline all development projects recently completed or underway.

To compile this profile, the Consultant shall consult official data sources, such as Statistics Canada's 2011 and 2016 census data, as well as numerous data sources held by regional Cree entities (Grand Council of the Crees, the Cree Hunters and Trappers Income Security Board, etc.) as well as provincial agencies and ministries (e.g. SPN – business development, Commission de la construction du Québec, Ministère de l'énergie et des ressources naturelles, Ministère des forêts, de la faune et des parcs, Hydro-Québec, etc.).

This task will also include research and consultation of Web sites or documents. This profile will include a brief summary of the administrative and political structure unique to the

region. Finally, special focus should be on Section 28 of the JBNQA, specifically the activities of entities created to foster the Social Economy, such as Cree Nation Arts and Crafts Association (CreeNACA), the Cree Outfitting and Tourism Association (COTA) and the Cree Trappers' Association (CTA).

7.2 Data collection

7.2.1 Identification of Potential Users

The Consultant should conduct a review of all companies active on the territory to identify potential growth areas as well as activities potentially serviced by the proposed infrastructure. To do so, the Consultant should access public documents published by these companies, such as Annual Reports, Press Releases, etc. A preliminary list of companies and organizations to contact is provided in [Appendix VI](#).

The Consultant should pay particular attention to mining exploration companies active on the territory. The Cree Mineral Exploration Board publishes an annual activity reports of all active companies, by Cree trapline and community. This information is publicly available at www.cmeb.org. The Consultant should pay particular attention to published documents released by exploration companies, most notably the National Instrument 43-101 reports, as the information contained in these reports adheres to specific standards of disclosure for mineral projects.

The Consultant should conduct research regarding market trends for minerals currently being explored on the territory. Special attention should be made for activities aligned with the Québec government's policy for Critical and Strategic Minerals (<https://www.quebec.ca/en/agriculture-environment-and-natural-resources/mining/critical-and-strategic-minerals/>). This data should be used to project the potential growth of the sectors in the region.

The Consultant should also include an evaluation of raw materials entering the territory as part of different supply chains that drive the local economy, including a projection of future growth:

- Construction materials;
- Heavy equipment;
- Specialized industrial equipment (drilling, etc.);
- Electricity equipment;
- Communications equipment;
- Logistics equipment.

The Consultant may also include fuel in the list of materials examined. However, special care must be made to consult with the GACIOs beforehand to discuss any issues related to the social acceptability of transporting this specific material.

7.2.2 Consultation of Potential Users and Needs Assessment

The Consultant is expected to conduct interviews with companies active in the territory. A list of companies with some contact persons is provided in [Appendix VI](#). This data should

complement official information to provide a broader perspective regarding needs and future growth on the territory. In addition, interviews should explore possible equity shareholder frameworks maximizing local investment content.

In collaboration with the GACIO, consultations should also include the Local Economic Development Officer (EDO) for each of the Cree communities affected by the infrastructure upgrades proposed in Phase I as well as the railway from KM257 and KM544 of the Billy-Diamond Highway. Special attention should be given to the current state of the access roads to each of the communities, in order to update information previously compiled by the Cree Nation Government (publications listed above). Discussion topics should also include how the infrastructure proposals will help the communities develop long-term, the feasibility of local ownership of the infrastructure as well as the potential for passenger trains along the railway. Consultants should ensure to communicate clearly during consultations that these consist of initial discussions so as not to create any unrealistic expectations on the part of community members. Finally, the Consultant should explore with the EDOs the potential links between the access road upgrades to the Cree coastal communities of Waskaganish, Eastmain and Wemindji with the proposed railway along the Billy-Diamond Highway.

The EDO for each community may recommend further consultations with local companies and entrepreneurs not listed in [Appendix VI](#) who may also be potential users. The Consultant should plan for at least five additional follow-up interviews in each community. The Consultant should also plan for an additional 25 interviews with Jamesian companies and entrepreneurs active on the territory but not listed in [Appendix VI](#).

7.2.3 Strategic Development Opportunities

The Consultant should include an analysis of all possible synergistic development opportunities with the other components of the Grande Alliance, such as, but not limited to, the network of protected areas (tourism, knowledge-based economy), the commercialization of the fiber optic network (communications) and the enlargement of the electricity distribution network (energy). The analysis should include the social economy as well as maximizing local supply chains and procurement.

The Consultant should also include an analysis of training and capacity building opportunities related to future development avenues, so as to maximize local involvement in these opportunities. This should include preliminary discussions with regional training organizations such as the Cree School Board, Niskamoon Corporation, Apatisiwin Skills Development, the CEGEP Saint-Felicien and the University of Québec en Abitibi-Temiscamingue (UQAT), to name a few. The information presented should include potential funding partners as well as programs currently available to achieve the stated training objectives.

7.2.4 Passenger Traffic

The Consultant should analyze the potential for passenger traffic along the proposed rail lines. The analysis should include pre-pandemic passenger traffic along the various bus lines that serve the region, as well as discussions with local stakeholders.

The Consultant should include a presentation of existing regulations as well as potential constraints to passenger trains along the proposed rail lines.

7.3 Building a Regional Economic Model

7.3.1 Growth Projections

The Consultant is expected to compile all data gathered listed in [Article 7.2](#) to build an economic model to project economic growth on the territory over a given time horizon. This economic model should be reviewed with the CDC prior to its finalization. The model should make clear the assumptions made to build the model and be validated by the GACIOs, the local EDOs as well as CDC representatives. It should include a range of values established through appropriate sensitivity analyses.

7.3.2 Railway Traffic Projections

The Consultant should present projected traffic along the proposed railway lines, including the segment between KM257 – KM544 of the Billy-Diamond Highway. Data should be presented as a range of values established through appropriate sensitivity analyses.

The analysis should also include potential economic spinoffs of the projected traffic, including potential direct, indirect and induced benefits. The Consultant should make clear the assumptions made to build the model and should be validated by the GACIOs, the local EDOs as well as CDC representatives.

7.3.3 Analysis of Status Quo

The Consultant should present future projections of vehicle traffic, as well as the inferred economic costs (including environmental and social costs), along the Billy-Diamond Highway as well as along the Grevet-Chapais line without the proposed infrastructure upgrades. This information will be considered very important to allow the project stakeholders to properly evaluate the infrastructure proposed by the Grande Alliance.

7.4 Final Market Survey Report

The Consultant shall produce two written reports on the Market Survey work. The first report shall be sufficiently detailed to allow stakeholders with sufficient expertise to appreciate the methodology followed, the assumptions made and the range of results. This report is referred to as the Market Study Report. The second report shall consist of a section that will be inserted into the final Feasibility Study Report. This report shall summarize results with a goal of presenting information most relevant to the other parts of the Feasibility Study Report.

Both reports should include recommendations for key data to be collected in subsequent phases of the infrastructure upgrades to track their real economic benefits. These KPIs should be presented in table form and should include a description of their utility as well as the most efficient means of collecting the data.

Finally, both reports should include a final range of potential economic benefits of the infrastructure proposed in Phase I, including the extension of the railway along the Billy-Diamond Highway between KM 257 and KM 544. This analysis should go beyond

characterizing the economic benefits to specific users, but also collective economic benefits through the identification of potential synergistic opportunities created by the proposed infrastructures.

The Market Survey final report should include a summary that contain more information than a normal executive summary. The objective of the summaries is to provide an easy-to-read document that nevertheless includes the most important information stemming from the Market Survey. Both the full reports and the summaries shall be submitted in both English and French. Translation costs shall not be included in the submission.

The Market Survey final report shall also include transcripts from all interviews conducted as well as any other data used to perform the analyses presented in the report. This information shall be presented as an Appendix to the main report.

8 Task 3 - Technical Feasibility Study

The technical feasibility study includes all relevant engineering work to evaluate the feasibility of the infrastructures listed below:

- Upgrading of access roads between the Billy-Diamond Highway and the Cree communities of Waskaganish, Eastmain and Wemindji. This includes paving of 100% of the roadway.
- Upgrading of the access road between the Route-du-Nord and the Cree community of Nemaska, including paving.
- Construction of a new railway between km 0 and km 257 of the Billy-Diamond Highway
- The return to service for the Grevet-Chapais railway line.
- Trans-shipment areas for the BDH km 0 – km 257 railway line and the Grevet-Chapais railway line.

The Consultant shall provide a detailed breakdown of the work they intend to carry out as a function of the sub-tasks listed below and the relevant costs.

Most components of the infrastructures proposed in Phase I are existing linear transportation structures that will either require upgrading (access roads) or return to service (Grevet-Chapais railway line). The major exception is the new railway following the BDH from km 0 – km 257. In this case, a major objective of the study is to identify and propose a corridor that has the least amount of risk, especially in terms of the social acceptability of the project (see [GD 8.1](#)).

8.1 Interim Report

Two major components of the Technical Feasibility Study, the geotechnical surveys ([Article 8.5.5](#)) and the inventory of potential aggregate material sites ([Article 8.5.6](#)), will be conducted in winter 2021-2022 as part of one or more separate contracts. The Consultant shall compile all relevant information gathered in the first six months of the Mandate to recommend an initial corridor for the BDH km 0 – km 257 railway. This information includes, but is not limited to, the compilation and interpretation of all existing data, all data collected by the Consultant as well as data gathered through all consultations with the GACIOs. The recommendation for the initial corridor shall be used to develop the RFP for the geotechnical surveys and aggregate materials inventory along the BDH corridor, which shall be conducted in winter 2021-2022. The recommended preliminary corridor shall be submitted as an Interim Report to the Client, **due October 15, 2021**. This report should include any additional recommendations regarding geotechnical drilling to be conducted along any of the four access roads or the Grevet-Chapais line, as well as any additional potential aggregate materials inventory sites, if necessary. These recommendations shall be based on the data compiled from the field campaigns conducted in summer 2021, as well as any information received from consultations with the GACIOs and/or Cree land users.

8.2 Reference to Other Sections

It is strongly recommended that the Consultant review Task 5 – Contingency and Mitigation Planning ([Article 10](#)) and Task 6 – Draft Design, Final Report and Cost Evaluations ([Article 11](#)) as the requirements of these tasks may overlap with the requirements of the Technical Feasibility Study, and may require additional field work planning.

8.3 Deliverables

As described in [Article 8.1](#), the Consultant shall submit an Interim Report on October 15, 2021, with the preliminary corridor, to inform the campaigns for geotechnical sampling and inventory of potential aggregate materials, to be carried out in winter 2021-2022 under a separate contract.

The final results of the Technical Feasibility Study shall be found entirely in the final Feasibility Study report to be submitted to the Client. In other words, unlike the Market Survey and Socio-Environmental Feasibility Study, the information gathered in this task will be included entirely in the final report.

8.4 Data Gathering Strategy

Prior to carrying out any field work, the Consultant should procure all data that already exists for the region that could be relevant to the analysis. In the proposal, the Consultant shall list potential data sources as well as their strategy to procure this data.

The Consultant shall also list potential comparable projects which could be relevant for benchmarking. This should include details regarding the dates these projects were carried out, their locations, the justification for their use as comparables. The use of comparable projects will be important to reduce the level of risk and uncertainty regarding the current Mandate. However, the Consultant should be clear with regards to the limitations of using the comparables cited in the analysis. The list of comparables and the resulting recommendations regarding field work shall be reviewed with the GACIOs and submitted for information to the Client no later than June 15, 2021.

Based on the analysis above, the Consultant should propose a data-gathering strategy and preliminary methodology for carrying out the Technical Feasibility Study. It is understood that this strategy will likely be modified over the course of the actual Mandate. The strategy should take into consideration the importance of stakeholder engagement, consultations through the GACIOs and the overarching consideration of Social Acceptability of the project. The work proposed, in combination with the geotechnical sampling and potential aggregate materials inventory covered by separate contracts (see [Article 8.5.5](#) and [Article 8.5.6](#)) must be sufficient to provide a range of cost estimates with an average targeted margin of error of **no more than 35%**. The Consultant is responsible for designing the scope of work in light of this target, and should communicate with the Client immediately if they believe that reaching the **35% target** cannot be reached within the Mandate. In such a case, the Consultant shall provide an indication of the types of adjustments to the scope of work to be carried out or with regards to modifications to the proposed schedule that will be required to achieve the **35% target**.

The Consultant shall include all raw data collected in the context of this Mandate as appendices upon submission of the final report to the Client. Data files shall also be transferred to the Client on either a CD, USB drive or made available through an FTP site. Any use of the raw data collected in the context of this Mandate for any other use or project without the expressed written of the Client is forbidden.

8.5 Field Work

All technical field work should be carried out according to the highest current quality standards, including, but not limited to, the collection, compilation and organization of data, the proper care and calibration of tools and equipment, etc. To this end, an ISO 9001 certification or equivalent shall be considered as an important asset in the Selection Criteria.

The Consultant should provide details regarding all proposed field work. This should include proposed timelines for fieldwork, the locations of work relative to the project area as well as the internal human resources that will be part of the field teams. Sufficient time should be planned for any contingencies that may arise. Furthermore, it is assumed that most field work will require at least some form of consultation with stakeholders while in the field. In addition, the Consultant should plan for the involvement of the GACIO and the Consultant Liaison Officer to facilitate these consultations, in addition to more formal meetings between senior members of the project team with community stakeholders and CDC as well as community leadership to communicate the work being carried out and their objectives. These sessions should be viewed as an opportunity for the Client to receive comments or concerns. It is understood that the flexible approach proposed by the Client implies a certain level of uncertainty. It will be the responsibility of the Consultant to demonstrate in their proposal submission, as well as throughout the Mandate, an understanding of the balance that must be achieved between providing sufficient flexibility, given the level of engagement required from Cree participation and the fact that this study is a first preliminary step, and developing as clear a work plan as possible for the purposes of managing the Mandate to the satisfaction of the Client.

As stated in [GD 6.4](#), [GD 6.5](#) and [GD 6.6](#), all field teams should have at least one Cree worker with them at all times, and it is hoped that most teams will have several members on their team. The Consultant should plan well in advance of all field work with the GACIOs to allow them to solicit the appropriate Cree manpower, and should include the following information in all requests:

- Data to be gathered
- Description of the work that is to be carried out
- Date of scheduled work (with sufficient flexibility to account for weather-related delays)
- Location (trapline(s) as well as specific location(s) of work)
- Lodging arrangements
- Any other pertinent information

As stated in [Article 6.3](#), the Consultant is expected to obtain permits for all deforestation work to be carried out in the field. This deforestation should be normally carried out by Cree

man-power. The Consultant should provide adequate details to the Client if ever this is not possible.

It is not anticipated that any temporary field camps will be necessary during Phase I. The Consultant should provide any details if they do plan to make any field camps, including their potential locations (including trapline), the duration, the number of people, the means of obtaining consent from the tallyman and a waste management plan. It is understood that unless specifically requested by the tallyman, any camps should be entirely dismantled at the completion of the work. It is also recommended that the Consultant solicit Cree entrepreneurs to assist in the management of any field camp. It should be noted that any temporary field camps are subject to deforestation permits from the Ministry of Forests, Wildlife and Parks (MFFP) as well as an authorization from the Ministry of Energy and Natural Resources (MERN) prior to their construction.

8.5.1 Surveying

The Consultant is expected to conduct at least one visual survey of each of the proposed infrastructure works for Phase I per season. Detailed reports should be made regarding all observations made during these outings.

In the case of the Grevet-Chapais line, the Consultant may need to conduct some parts of the survey by helicopter. If this is the case, the Consultant should provide all details of their helicopter use, including tentative dates, the people involved and the projected flying time. In addition, the Consultant should include the final flight report with their observations. All helicopter planning should be taken into consideration in the Health and Safety Plan, in particular COVID-19 related restrictions.

Field surveying work shall include, but not be limited to, the following:

- Visual surveys of potential crossings
- Consultations with land users regarding potential crossings (field work in the company of land users knowledgeable of the area is strongly encouraged)
- Detailed surveying of major curves and grading
- Tangents
- Vertical inflection points
- Validation of LIDAR data (see [Article 8.5.3](#))

The locations of all large crossings must be validated with land users for the trapline on which they are found. Note that large rivers are often borders between two traplines, such that consultations should be carried out with land users on either side.

The survey will also identify any areas where terracing may be required, although this is not expected to be a requirement in Phase I.

The survey should provide a preliminary indication of ideal locations for railway trans-shipment areas, most notably within the vicinity of KM 257 of the BDH, for siding as well as storage and service lanes along the proposed railway.

With regards to the Grevet-Chapais line, the Consultant must include a detailed inventory of all existing lanes along this line, with an indication of their current condition according to current standards and norms as well as in line with the proposed design standards (no longer usable, requiring upgrading or in working condition). This inventory shall include any transshipment areas if present. If applicable, the Consultant should also propose new areas if those currently in place are deemed insufficient, no longer usable or wherever their location is deemed inappropriate.

8.5.2 Photo-interpretation

The Consultant shall compile all existing imagery, whether from remote sensing or aerial photos, to map out all sites of interest adjacent to the two railway lines as well as the different community access roads. This includes, but is not limited to, potential and existing aggregate material deposit sites, wetland areas (see [Article 9.11](#)), etc. The images can include, but should not be limited to:

- High-resolution aerial photos of Category I lands ordered by the government of Canada (requested from participating communities);
- Google maps;
- Clearinghouse images publicly available online.

The Consultant must validate the maps produced with the GACIOs from the relevant communities. The maps should serve as reference material for the Interim Report ([Article 8.1](#)), specifically to guide the geotechnical sampling ([Article 8.5.5](#)) as well as the inventory of potential aggregate materials sites ([Article 8.5.6](#)), to be carried out in winter 2021-2022.

8.5.3 LIDAR

The Consultant shall be provided, from the Client, with high-resolution LIDAR imagery for the Billy-Diamond Highway for 100-m from centre on either side of the roadway (200-m total; this includes the 45-m right-of-way). The Consultant should ensure as much as possible that the future railway remains within this corridor, and should explicitly identify where it must deviate from this corridor and why. For these areas, acquiring additional LIDAR images may be possible. In such cases, the Consultant must make a written request to the Client to acquire such images. The request should include details of the locations where the images are acquired, a justification for their acquisition and all related costs.

The interpretation of LIDAR images must be completed and a summary of results must be submitted as part of the Interim Report due to the Client on October 15, 2021, as this information will be used to plan the winter geotechnical sampling ([Article 8.5.5](#)) and potential aggregate materials inventory ([Article 8.5.6](#)).

For all other linear infrastructure proposed in Phase I, it is assumed that LIDAR imagery is not necessary. If the Consultant believes that acquiring such information is necessary, they should provide details in the proposal including specific locations, justification and projected costs.

The Consultant should plan for some calibration and validation of LIDAR imagery outside the BDH right-of-way through ground-truthing exercises.

8.5.4 Road Network Repairs

The following details regarding the access roads are provided to better direct the Consultant:

1. Waskaganish access road:
 - 102 km long connecting the Cree community of Waskaganish on the coast of Rupert Bay (southeastern tip of James Bay) to the Billy-Diamond Highway.
 - Built in the early 2000s.
 - Road is paved up to approximately km 25 from the community.
 - No major bridges.
2. Eastmain access road:
 - 104 km long connecting the Cree community of Eastmain on the eastern coast of James Bay to the Billy-Diamond Highway
 - Built in the 1990s
 - Road is paved up to km 30 from the community
 - No major bridges
3. Wemindji access road:
 - 96 km long connecting the Cree community of Wemindji on the eastern coast of James Bay to the Billy-Diamond Highway.
 - Built in mid-1990s
 - Road is not paved
 - One major bridge located approximately 15 km from the community (one lane bridge)
4. Nemaska access road:
 - Approximately 20 km long connecting the Cree community of Nemaska located in the geographic centre of Eeyou Istchee to the Route-du-Nord, located south of the community.
 - Built in the 1990s
 - Road is not paved
 - No major bridges but a series of several culverts located approximately 5 km from the community that will require special attention.

The Consultant shall include a detailed and systematic inventory of all sectors of the access roads under study in Phase I that may require repairs, with a goal of preparing these roads for upgrading and paving. This inventory should include any other repairs necessary for future upgrading, and should include recommendations as well as a timeline and range of projected costs for carrying out such repairs.

Specific concern should be given to the following structures:

- The bridge over the Maquatua River near the community of Wemindji
- The set of culverts at the “Narrows” near the community of Nemaska

The Consultant will provide an exhaustive list of all culverts that require replacement in the study area, as well as any curves requiring specific repairs.

The Consultant will provide a cost range for the final paving of 100% of the gravel roadway for the four access roads mentioned above. This calculation shall include the final recommendations, with justification, regarding changes in the sub-foundation, foundation and surface layer thickness.

The Consultant will also provide a list of miscellaneous repairs along these roadways to ensure the safety of users, such as but not limited to: signage, guard rails, widened shoulders near Cree camps. This list should be validated with the GACIO for each of the communities before finalization.

8.5.5 Preparation of Geotechnical Sampling

The Consultant shall prepare all documentation, details and requirements for geotechnical sampling work along the BDH km 0 – km 257 corridor. This sampling campaign shall be covered by a separate Mandate, to be covered by a separate Request for Proposals by the Client in fall 2021, to be carried out over the winter of 2021-2022. In other words, the Consultant shall bring together all relevant information from consultation sessions with Cree communities and land users, as well as all other relevant data collected during the summer 2021 field campaigns to recommend an initial corridor for which geotechnical data collection shall be planned. This recommendation shall be provided in the Interim Report to the Client due on **October 15, 2021**.

The Consultant should plan to assist the Client in preparing the Request for Proposals for the geotechnical sampling work. In addition, the Consultant shall be responsible for procuring all necessary permits and authorizations in preparation for such work, notably with the Ministère des forêts, faune et parcs (MFFP) and the Ministère de l'environnement et la lutte contre les changements climatiques (MELCC), as required. The Consultant shall consult MERN public databases: Système d'information géominière du Québec (SIGÉOM) and Gestion des titres miniers (GESTIM).

It is not anticipated that geotechnical sampling will be required along the Grevet-Chapais line or the community access roads. If the Consultant judges any sampling is necessary along these corridors, they shall include their recommendations with the Interim Report due on **October 15, 2021**.

It is important to note that the results from the geotechnical surveys shall be integrated into the Feasibility Study final report.

8.5.6 Preparation of Aggregate Materials Inventory

8.5.6.1 Billy Diamond Highway – km 0 – km 257

The Consultant shall prepare all documentation, details and requirements (including consulting SIGÉOM and GESTIM) for the inventory of aggregate materials along the BDH km 0 – km 257 corridor. This sampling campaign shall be covered by a separate Mandate, to be covered by a separate Request for Proposals in fall 2021, to be carried out over the winter of 2021-2022. The Consultant shall bring together all relevant information from consultation

sessions with Cree communities and land users, as well as all other relevant data to recommend an initial corridor, which shall be used to guide the aggregate materials inventory in this sector. This recommendation shall be included in the Interim Report due on **October 15, 2021**.

It is important to note that the results from the inventory shall be integrated into the final Feasibility Study final report.

The Consultant should plan to assist the Client in preparing the Request for Proposals for the aggregate materials inventory. In addition, the Consultant shall be responsible for procuring all necessary permits and authorizations in preparation for such work, notably with the MFFP and the MELCC, as required. The Consultant shall make use of shall make use of SIGÉOM and GESTIM offered by MERN, among others, as sources of information.

8.5.6.2 Grevet-Chapais line and community access roads

With regards to the Grevet-Chapais line, as well as the four access roads under study, the Consultant should provide an estimate of the material needs, as indicated by the visual inspection carried out as per [Article 8.5.1](#). In addition, the Consultant must provide an inventory of existing locations containing aggregate materials, with an estimate of quantities available. This should be accompanied by research to identify the current owners of these materials. Any material already reserved for other infrastructure in the area (highway, community use, etc.) shall not be considered in the inventory.

If the Consultant concludes that the current supply of aggregate materials is insufficient to allow for the work required on these infrastructures (access roads and Grevet-Chapais line) they must submit a recommendation to inventory new potential borrow pits and quarries, specifying the most important scarcities of materials within the study area, as part of the Interim Report due on **October 15, 2021**.

It is important to note that the results from the inventory, if carried out, shall be integrated into the final Feasibility Study final report.

The Consultant should plan to assist the Client in preparing the Request for Proposals for the aggregate materials inventory, if it will be carried out. In addition, the Consultant shall be responsible for procuring all necessary permits and authorizations in preparation for such work, notably with the MFFP and the MELCC, as required.

8.6 Consultations with the Grande Alliance Community Information Officers (GACIOs)

The Consultant shall maximize participation of Cree human resources in the field work as part of the Technical Feasibility Study. Special concern should be given to hiring land users particularly knowledgeable of the study area. Close collaboration between the GACIOs and the Consultant Liaison Officer will be required to identify the relevant local resource people and assuring their participation in the project.

The Consultant shall continuously review all the data collected as part of the Technical Feasibility Study with the GACIOs, via workshops and meetings organized by the Consultant Liaison Officer. The meetings should also be used as a springboard to develop communication tools for the general Cree public, including land users, leadership, as well as community members in general. Efforts should also be made to adapt the information to the Cree language, through tools such as glossaries, story-telling and online videos, to name a few.

Communications between the engineering team and the implicated communities is essential to ensuring and maintaining the long-term social acceptability of the Grande Alliance project. With this in mind, the Consultant is encouraged to engage the community throughout the Technical Feasibility Study in a manner that allows the communities to understand as much as possible the information gathered. The additional objectives of these consultation efforts are:

- To keep community members informed of the progress of the work as it evolves.
- To validate the information gathered utilizing Cree Traditional Ecological Knowledge.
- To identify any geographic areas for which existing data may be insufficient or imprecise.
- To transfer the lessons learned from the data collection exercise towards the communities so they may ultimately assume ownership over this information.

8.7 Design, Operation and Maintenance of Railway lines

The Consultant is required to make preliminary recommendations related to the design, operation and maintenance of the railway infrastructure based on the results of the market survey and field work. In general, the standards for design and operation must be based on Provincial and Federal compulsory standards and internationally accepted railway standards. Specifically, the design, operation and maintenance must account for:

- Freight (volumes and types of goods) and passenger transport
- The subsoil and overburden of the area around the Billy-Diamond Highway and Grevet-Chapais line

The Consultant must provide an overview of the methodology that will be used in designing the infrastructure in the proposal.

The Consultant must also provide a breakdown of capital costs and maintenance costs for each of the categories listed below.

8.7.1 Comparables

The Consultant must base the design and operations requirements on comparable new rail construction projects (km 0 and km 257 of the Billy-Diamond Highway) and return to service/track rehabilitation projects (Grevet-Chapais line). These may include other Canada-based projects, projects in regions with similar subsoil and weather, and projects in First Nation territories. It should also account for a mixed train model combining freight and passenger travel. The comparables must be compiled along with a summary of the project, including the year, location and similarity to either the railway line construction or rehabilitation.

8.7.2 Railway Track

The newly constructed railway track is expected to run parallel to the Billy-Diamond Highway as much as possible. The design of the railway track must outline:

- Horizontal alignment, curves, siding, service and maintenance tracks.
- Vertical alignment, inflection points and recommended speeds (full and empty).
- Trans-shipment areas.

In the case of the Grevet-Chapais line, possible changes to the track alignment due to development activities in the region since the time of decommissioning must be included.

The details must provide an overview of standard railway track constituents including but not limited to:

- Superstructure

Track panel – Rails, sleepers, switches and crossings

Track bed layers – Ballast and sub-ballast

- Substructure

Formation layer and subgrade

In addition, the Consultant should provide indications regarding current industry standards for surplus or emergency material stockpiles, including their potential locations along the railway corridor.

8.7.3 Civil engineering structures

The Feasibility Study will also require a preliminary estimation of additional structures required, considering the geology and climatic conditions of the region (including climate change projections) as well as the range of mitigation structures based on the findings of the socio-environmental feasibility report:

- Bridges
- Culverts and other drainage systems (pre-fabricated arches)
- Retaining walls/galleries
- Embankments and cuttings
- Overpass/underpasses
- Fencing
- Noise barriers
- Wildlife crossings
- Passages for land users based on consultations with them

The list is non-exhaustive and the Consultant is expected to include additional requirements not listed above for both railway segments.

In the case of the Grevet-Chapais line, the Consultant should propose any modifications to existing facilities, as well as any upgrades to bring the line in conformity with current standards and practices.

8.7.4 3-D modeling

The Consultant shall utilize all the information compiled from the field work described in [Article 8.5](#) to construct a 3-dimensional model of the proposed railway along Billy-Diamond Highway as well as along the Grevet-Chapais line. The Consultant should include in the proposal the type of software used to complete the modeling, which should be compatible with most commonly used engineering modeling applications. The Consultant shall also share the file of the 3-D model so it may be used by the Client in future developments of the project.

8.7.5 Rolling stock

The Consultant must prepare a Rolling Stock demand analysis report, including cost estimates, based on the demand forecast identified in the Market Survey. The report must offer insights into the most suitable type of locomotives to be used (fossil fuels, electric, or hybrid), considering the overarching objectives of La Grande Alliance as well as the provincial strategy for the electrification of transportation (https://www.transports.gouv.qc.ca/fr/ministere/role_ministere/electrification/Pages/electrification.aspx).

8.7.6 Rail systems and maintenance facilities

The Consultant must make recommendations related to the systems and support facilities required to operate and maintain the railway infrastructure, including estimated capital costs. It is expected that at minimum, the following is covered.

A. Lineside signalling systems:

- Level crossings
- Signalling systems
- Electricity distribution systems*
- Telecommunication systems*

B. Facilities:

- Trans-shipment areas
- Depots
- Other building facilities

*With regards to these two systems, La Grande Alliance initiatives have parallel responsibilities, including the increase of electricity distribution and the expansion of the fiber optic network within the territory. With this in mind, the Consultant should make clear the specifications and requirements for these components with respect to rail systems and operations, including a range of options and related costs if this is relevant.

8.7.7 Operations Management

The Consultant must develop an overall operating strategy for the proposed railway design. It must take into account the logistics, turnover and the annual exploitation days identified from the Market Survey. The operating strategy must outline a suitable organisational structure for the management of rail operations. The analysis should include the number of permanent positions the proposed operations management structure will

create, including at different management levels (team managers, middle managers, upper managers, etc.).

8.7.8 Maintenance

The study must propose maintenance standards and practices for the railway tracks along KM0 and KM257 of the Billy-Diamond Highway as well as along the Grevet-Chapais line. Similar to operations, a suitable organisational structure for the maintenance of all infrastructure must be identified, in addition to the required maintenance tools and equipment. The Consultant must also propose maintenance options for remote sectors of the different tracks. The analysis must include a detailed capital maintenance schedule over 15-, 30- and 50-year time horizons as well as all relevant costs (or for the life of the infrastructure in the case of long-lived assets). If the Consultant believes that another period would be more appropriate, they can give their opinion to the Client and a decision will be made based on the Consultant's arguments.

8.8 Construction - railway line

The study must offer guidance related to the expertise, equipment, timelines and overall costs involved in the construction of the infrastructure. This includes the costs of material, labor and overhead during all stages of construction. The impact of railway construction, specifically relating to deforestation and extraction of aggregate materials from surrounding areas must be minimal and in line with the findings in the socio-environmental study as well as all relevant permitting requirements.

8.9 Passenger Traffic - railway line

The Grande Alliance project's mission is strengthening the economies of both Quebec and the Cree nation. It is therefore imperative for infrastructure development to benefit both parties. To realize this vision in terms of the proposed railway infrastructure, the study must also analyze the feasibility of incorporating passenger traffic alongside freight. In addition to providing an alternate means of transport for members of the community, there is also scope for increased development of tourism owing to better accessibility to the region. There are several Canada-based rail services that combines freight and passenger travel and it is expected that this feasibility study is inspired by those ventures.

The feasibility study must account for passenger handling safety plans that follow the standards set for passenger/mixed train services by Transport Canada. This includes the training of on-board personnel, defining passenger safety inspections, and setting a cap on passenger capacity.

9 Task 4 - Socio-Environmental Feasibility Study

The Socio-Environmental Feasibility Study will require a full analysis of the different social and environmental issues that may affect the design, construction and operations of the proposed infrastructure upgrades. This analysis must include extensive local engagement with the communities affected by the infrastructure upgrades proposed in Phase I (note that, unlike the Market Survey, the socio-environmental study does not include the railway from KM 257 – KM 544 of the BDH). Community-members should play an essential role in identifying and understanding the potential social and environmental impacts of the project, so that they are in the best position to work closely with the consultants to develop an adequate and effective Mitigation Strategy ([Task 5](#)). Ultimately, the quality of the information gathered, of the links made between different factors and the degree of local understanding will largely determine the overall social acceptability of the proposed works going forward. The Consultant must therefore understand this aspect of the study and plan it accordingly.

As in the previous tasks, the Consultant must first gather all relevant information made available from previous studies to avoid duplicating this work, including reports that are not for public consumption. To this end, the Consultant may borrow documents from the Cree Nation Government or from other partner entities to complete its Mandate. In such cases, these documents remain the property of the original owner and must be returned before the end of the Mandate.

As stated in [GD 6.1](#), a fundamental component of the James Bay and Northern Quebec Agreement (JBNQA) is the Environmental Protection Regime outlined in Section 22 of the Agreement. This regime includes guidelines with regards to the Environmental and Social Impact Assessment (ESIA) process for all development projects in the region, as a function of special rights bestowed upon Crees and, in particular, Cree hunters, fishers and trappers. The Socio-environmental Feasibility Study must be carried out in view of this inevitable future stage of Phase I, provided that it continues to be developed. The Consultant must also consider all other existing legislation applicable on the territory, most notably the *Loi sur la qualité de l'environnement* (Qc), the *Impact Assessment Act* (Canada), the *Fisheries Act* (Canada) and the *Navigable Waters Protection Act* (Canada)

9.1 Introduction and Background Research

The Consultant should familiarize themselves with the specific social and environmental assessment processes laid out in the JBNQA, as well as their underlying philosophy (as outlined in [GD 6.1](#)). Furthermore, the Consultant must develop a clear plan for engaging Cree communities and land users with regards to the collection and validation of data relevant to this study. For example, the Consultant should present as part of an early committee meeting with the local GACIOs, a plan for each of the different studies to be carried out as part of this Task (as described in [GD 6.4](#) and [GD 6.5](#)). The plan should include:

- Objective;
- Study area, including communities and traplines affected;
- Study period;

- Local human resources needs;
- Equipment rental needs (e.g. boats, snowmobiles, etc.).

To maximize local economic spinoffs, the Consultant is strongly encouraged to rent local equipment wherever possible. With regards to boats, the Consultant should present as early as possible all boat requirements. This will allow the CDC and local GACIO representatives to ensure the availability of commercially licensed vessels to carry out the studies.

The Consultant will be responsible for understanding the process outlined in [GD 6.6](#), in particular the different levels of consultation required depending on the issue at stake. The Consultant will be responsible for understanding how to work with the GACIOs to assess the different issues and to determine the level of consultation required as a consequence.

9.2 Cree Land Use

Understanding the current uses of the land adjacent to the proposed project area will be essential to understanding its potential impacts. The Consultant should work directly with the GACIOs from each community to identify for each of the traplines within the project area the following information:

- Tallyman
- Camp owners
- Harvesting activities and use by other community-members

Each of the communities located in the project area have a unit responsible for documenting Cree land use. These are supported by the Cree Nation Government Land Use Planning division. The Consultant is expected work closely with these stakeholders to identify any data that may be relevant to the Socio-Environmental Feasibility Study, to procure necessary consent from relevant land users to use the data. The Consultant must also agree beforehand with stakeholders on tools to be used to update or collect complimentary data as well as on format to store data once collected. It should be noted that the Consultant will likely need to agree on terms governing the confidential nature of this information. Furthermore, the Consultant will need to work with regional and local stakeholders to agree on the format in which the data will be presented in the final Feasibility Study report. Finally, all land use data collected as part of the Feasibility Study will need to be given to the appropriate local Cree First Nation Administration/Land use planning unit as well as the Cree Nation Government Land use planning unit for their future use, in a manner that allows for its use in future potential steps in the development of Phase I. Any consent forms written for land users must reflect this.

All land use data used as part of the socio-environmental feasibility study should be aligned with the requirements of the proposed infrastructure. The Consultant should identify any potential conflicts as early as possible and engage with the GACIOs for each of the relevant communities to address these conflicts, as described in [GD 9.2](#).

Special attention should be given to the impacts of previous or on-going industrial development within the study area, as these are likely causes for current patterns of land use,

such that the added presence of the infrastructure proposed in Phase I will be an important incremental impact to the overall cumulative effects felt by land users.

Finally, the Consultant should ensure coordination and information sharing with [Article 9.3](#) - Archaeology and Cultural Heritage, as there will likely be important overlap between these two undertakings.

9.3 Archaeology and Cultural Heritage

Archaeology is viewed as a key component to gaining social acceptability from the local Cree population for the infrastructure proposed as part of Phase I of La Grande Alliance as well as an effective means of engaging youth, elders and land users in the identification and evaluation of potential impacts. Archaeological and other heritage/cultural sites are potentially important educational resources that can be used for the benefit of the local population or for tourism. The Consultant should thus take the utmost care in ensuring that the preliminary archaeological work is carried out according to the highest standards, and is responsible for the implementation and execution of the program, in collaboration with community representatives and actors:

- Work must conform to the principles of "preventative archaeology" as outlined in the Archéo-Québec document on this subject (Gagné, Hébert, and Pintal 2012);
- Work should consider all potential heritage / cultural sites identified by local elders and land-users (see [GD 9.3](#) for more details);
- The Consultant must produce an exhaustive literature review of all previous studies and work carried out in the general project area;
- All potential sites of interest must be clearly identified using digital cartographic tools.

The Consultant will submit a final, separate, *Archaeology Report*, to the Client, on **January 15, 2022**.

The scope of the archaeological survey will be as follows:

1. The study will first examine a "wide corridor" (defined as 20 kilometres on either side of the Billy-Diamond Highway). This will consist of a relatively coarse-grained analysis with all related mapping done at a relatively small scale (i.e. 1:50,000). The objective is to identify sites of high importance that the community may want to protect from any long-term, residual impacts from the work proposed in Phase I – Infrastructure. The assessment should include cultural heritage information collected in the course of the interviews and information from the synthesis and analysis of background information. This wider corridor should be the primary focus of the Feasibility Study.
2. In collaboration with all stakeholders and the GACIOs, the Consultant will design and carry out a preliminary program of field work/reconnaissance aimed at better documenting the most significant sites identified from the background research and interviews in step 1, within the wide corridor. This research will include on-site interviews and archaeological testing. The scope of this work is explained in greater detail in *GD 9.3*. The Consultant must ensure the procurement of any necessary permits for this work.

3. A “narrow corridor” (defined as one kilometre on either side of the highway) will be the focus of more detailed analyses of archaeological potential. Analyses should be fine-grained and make use of the highest resolution Lidar data and imagery available. The mapping will be at a relatively large scale wherever possible (i.e. 1:10,000). Any significant cultural sites or archaeological potential zones within this corridor should be identified accordingly, as they are most likely to be directly impacted by future construction. It is understood that the complete field inventory of archaeological potential zones in the narrow corridor will be carried out later, as part of the ESIA.

Note that each step of the survey must be closely coordinated with the GACIOs from each of the impacted communities, as well as through local Cultural Department offices, impacted land users and elders.

The Consultant should provide a detailed archaeology report separate from the final Feasibility Study report that includes, but is not limited to, the following information:

- A Summary of all work carried out;
- Maps showing all areas examined within the study area, including areas visited in person;
- Priority areas to be investigated further in future phases of the project;
- Locations of significant cultural importance located outside of the narrow corridor but for which inventory work should still be carried out and why. This should include a preliminary list of Cree elders and other land users who should be involved in the work carried out at these locations;
- Any other information relevant to ensuring the overall quality of the archaeology and cultural heritage research related to La Grande Alliance;
- A preliminary mitigation plan to minimize negative impacts on highly valued sites, including site avoidance where necessary;
- Recommendations regarding work in future phases, including an identification of the different Cree stakeholders and knowledge-holders for each work site as well as preliminary cost projections;

A draft of the report should be submitted for review by the GACIO prior to submission of the final draft to the Client. The final Archaeology Report is due on **January 15, 2022**.

It should be noted that although some archaeology was carried out in advance of construction of community access roads, almost none was done prior to the original construction of the Billy-Diamond Highway, nor prior to that of the Grevet-Chapais rail line. As such, it is hoped that the work carried out as part of La Grande Alliance will correct past omissions and produce archaeological work that promotes participation, engagement and local ownership.

9.4 Servitudes and Titles

The Consultant is responsible for conducting research to identify any land title or servitudes that may be found within the proposed transportation corridors of Phase I. These should include the following:

- Public utilities, including right-of-ways;

- Mining claim requests as well as any other sub-surface mineral rights;
- Vacation leases;
- Outfitting leases;
- Any other legal claims to land in the area.

With regards to Cree claims, this will most likely take the form of camps (permanent, seasonal or shelters). While there are no official titles on this land, the rights bestowed upon Cree land users based on the JBNQA make these rights inferred. As such, they should be treated with equal validity by the Consultant.

The Consultant should identify the various processes by which titles and servitudes are negotiated to allow for the construction of the proposed infrastructure. The steps and costs of these should be clearly outlined in the final report. Special concern should be given to particularly problematic conflicts (including Cree land use conflicts – see [GD 9.2](#)). The Consultant should identify the associated risks and potential mitigation strategies to overcome them. Finally, in the case of offsetting, a projection of the related costs should be provided in the final report.

9.5 Protected Areas

Along with infrastructure, protected areas form the backbone of the Grande Alliance project. In particular, the goal of the project is to create a network of protected areas that assure ecosystem connectivity across the territory, thereby allowing the movement of wildlife and assuring viable populations in the future.

The Consultant will pay special attention to regions where the proposed network of protected areas overlaps with the infrastructure upgrades (see [Appendix VII](#)). In particular, the Consultant should identify the implications of the proposed infrastructure on wildlife populations in these areas, as per the fauna analysis in [Article 9.9](#).

The Consultant should evaluate the feasibility of developing visitor access points from the Billy-Diamond Highway or the access roads, depending on the area in question, to the proposed protected areas, and ensure that the additional transportation infrastructure accommodates these access points, as these will likely be adjacent to future visitor centres.

9.6 Training Opportunities

The Consultant should identify the different training niches that should be favoured, first during the construction and then the operations of Phase I - Infrastructure. These should include an analysis of the time required to provide adequate training relative to the time available to provide such on-the-job training.

The Consultant is expected to include training niches directly related to the proposed infrastructure, such as:

- Land surveying
- Construction
- Heavy machinery operations

- Railway security
- Railway maintenance

Special attention should also be given to non-traditional forms of employment as well as the land-based social economy, in particular in association with, but not limited to, the proposed network of protected areas. The list below provides some examples:

- Assistant Wildlife Protection Officers
- Wildlife Protection Officers
- Park Rangers/Guardians
- Research Field Assistants
- Guides
- Cree craft vendors

As per [Article 7.2.3](#) of the Market Survey, the Consultant should identify the potential partners and training opportunities that already exist on the territory, and make any explicit links with the recommended training niches identified for the Construction and Operations Phases.

The Consultant should make a presentation to the GACIOs regarding the results of this section of the study, so that they may make recommendations with regards to the logistical constraints to implementing such programs, among others. The results of this consultation should be included in the final report on this section.

Finally, the Consultant should identify potential partners for the training niches, and recommend membership to a Committee responsible for overseeing the implementation of training programs as early in the future phases of the project as possible.

9.7 Impacts on Community Health

The Consultant should consult the extant literature regarding the potential impacts of roadway upgrades and railway construction/operations on public health. Relevant literature should include, but not be limited to, studies on First Nations populations, geographically isolated populations, the subsistence economy, food security and contaminants. The Consultant should pay particular attention to studies that include the potential costs of such infrastructure to the health care system, both direct and indirect. Finally, the Consultant shall propose a list of social determinants of community health that could be monitored during subsequent phases of the project to ensure that sufficient data is collected to inform future decisions by the Cree Board of Health and Social Services of James Bay (CBHSSJB).

9.8 Other Regional Stakeholders

The Consultant should plan to facilitate public information and consultation sessions in each of the Jamesian communities directly impacted by the infrastructures proposed in Phase I, namely:

- Matagami
- Lebel-sur-Quévillon

- Chapais
- Chibougamau

The sessions should include a presentation regarding the overall objectives of La Grande Alliance, the three phases of the project, specific information regarding Phase I and the objectives of the consultation. Participants should be invited to voice their concerns. Special concern should be given for participants who use the areas adjacent to the proposed infrastructures.

Events should be planned and scheduled through the office of the Eeyou Istchee Baie-James Regional Government. A representative from the Client as well as certain GACIOs may wish to be present at these sessions. As such, the Consultant should give at least two weeks' notice to the Client when scheduling these events.

9.9 Flora & Fauna and Species at Risk

The examination of Flora & Fauna and Species at Risk in the project area should be done in close collaboration with the GACIOs and the Cree tallymen and land users for the traplines affected by the project. To this end, all information gathered during consultations should be considered highly sensitive, such that the Consultant should take all necessary precautions to ensure that it is protected and that the form of its dissemination in reports shall be agreed upon with Cree representatives prior to publication.

The Consultant should complete, as soon as possible, a Demande d'information faunique form addressed to the **Ministère des forêts, de la faune et des parcs – Direction de la gestion de la faune du Nord-du-Québec (secteur des opérations régionales)** with regards to information pertaining to big game populations wherever they coincide with the proposed infrastructure corridors. It is extremely important that the Consultant indicates in the request that they are acting on behalf of the **Cree Development Corporation**, as part of Phase I of La Grande Alliance project. For more information regarding this request, the Consultant should refer to the *Lignes directrices concernant la diffusion des données fauniques sensibles* (<http://collections.banq.qc.ca/ark:/52327/bs48598>).

All collected data should be validated with the Cree Nation Government Environment Department, who have all necessary rights to view faunal data within Eeyou Istchee. They may propose additional data-sets to further strengthen the research.

Special attention should be given to the movement of wildlife across transportation corridors, in particular the risks of collisions between trains and wildlife, based on research carried out in other regions of Canada and the world. The goal of the investigation will be to identify specific areas within the study area prone to this issue as well as to propose mitigation measures to address this potential problem. The Consultant may consider a sub-contract to solicit this particular expertise if necessary.

The Consultant should conduct background research regarding the fish communities in the major waterbodies affected by Phase I. This information should be validated with land users through the GACIO. Additional fishing reconnaissance work will be conducted in

collaboration with land users for these water bodies. In such cases, the Consultant should apply a hybrid approach that utilizes Cree fishing tools and techniques (e.g. fishing nets with appropriate mesh size) as well as scientific tools (e.g. seines, experimental fishing nets). The Consultant should propose a minimum number of sites where fishing can be carried out within the project area.

With regards to flora in the region, the Consultant is encouraged to contact the Ministère de l'environnement et de lutte contre les changements climatiques for all information relative to the study area.

The Consultant should consult the list of Species at Risk Act (SARA) present in the study area, to identify any potential impacts of the proposed infrastructure corridors on these species, and refer to published documentation regarding mitigation measures introduced elsewhere to address these impacts.

The Consultant is expected to present the preliminary findings of this work to the GACIOs for comments and validation. They may recommend further consultations with land users should they feel this is necessary. In addition, the Consultant should plan a meeting with regional stakeholders such as, but not limited to, the Cree Nation Government and the Cree Trappers' Association.

9.10 Wildlife Management

The Consultant should consult with government statistics regarding non-Cree sports hunting in the study area (<http://www.mffp.gouv.qc.ca/faune/statistiques/index.jsp>).

The Consultant should refer to the worker projections for the Construction Phase of the project to evaluate the potential for conflicts with Cree harvesting practices to examine the feasibility of introducing special management zones, as per Section 24.8.10 of the James Bay and Northern Quebec Agreement. These are zones where sports fishing and hunting harvesting quotas can be lowered, the duration of harvesting seasons can be altered and where land users have a say in restricting activities for a specified period, all with the objective of avoiding the negative effects on wildlife populations during construction periods. More information can be obtained from reports on the Weh-Sees Indohoun Special Management zone implemented during the construction of the EM-1 and EM-1A hydroelectric projects (<https://mffp.gouv.qc.ca/weh-sees-indohoun-special-zone-self-registration/?lang=en>). This analysis should include the proximity of potential waterbodies for fishing from the proposed infrastructure corridors as well as to large concentrations of big game from proposed worker lodging.

9.11 Watersheds, Wetlands and Critical Habitats

The Consultant shall gather all relevant spatial information regarding watershed catchment areas, wetland areas and any other additional information regarding critical natural habitat. To this end, the Consultant is encouraged to contact the Cree Nation Government geomatics department to identify any publicly available information that may help in this regard. The Consultant can consider procuring low-cost mid-range satellite

imagery for the project area to further map out potential habitats, in particular wetlands, in the area.

With regards to watersheds, the information should be consistent with that gathered as part of the Technical Feasibility with regards to drainage and risks of flooding. In this regard, special consideration should be given to climate change projections for precipitation levels on the territory, based on previous research (https://www.ouranos.ca/publication-scientifique/RapportEeyoulstchee_EN.pdf).

The characterization of the watersheds should include an analysis of potential fish movement on either side of the proposed infrastructure, and should be taken into consideration in the planning and design of culverts and crossings so as to avoid a situation where movement is impeded, in particular during dry periods.

The Consultant should work closely with the GACIOs to review the current use of wetland areas near the project area by Cree land users, particularly for waterfowl hunting in the spring, summer and fall (both hunting and staging areas). Consultations should also be undertaken with land users to identify important habitats located in the vicinity of the study area. To this end, the Consultant should first work with the CNG Land Use department to identify any data that may already exist for these areas.

The spatial analysis should also include the potential impacts of construction and operations on wetland areas and fish habitat. The Consultant should discuss any potential modifications to the potential alignment in these locations, or else work with them to identify preliminary habitat compensation measures. In such cases, the Consultant should provide an estimate of the potential costs of this work, based on the total area impacted.

9.12 Road Traffic Reduction Projections

The Consultant shall use data collected from the Market Survey and the Technical Feasibility Study, as well as existing baseline traffic data from SDBJ and MTQ and other sources to project future congestion levels along the BDH and the Route 117 over 15-, 30- and 50-year time horizons (or for the life of the infrastructure, whichever may come first; if the Consultant feels that another time period would be more appropriate, he should indicate as such). The Consultant shall make use of other traffic statistics such as accident rates for northern Québec and other relevant indicators to deduce the environmental and social cost of increased traffic along the proposed corridors in the event that none of the proposed infrastructures from La Grande Alliance go forward. The analysis should include a range of maintenance costs for the roadways in the event that no railway is built.

9.13 Climate Change/GHG Reduction Projections

The Consultant shall utilize the data collected in [Article 9.12](#) to project Greenhouse Gas (GHG) emissions in the event that no railway is built. In addition, the Consultant shall provide a comparable grid evaluating the potential range of Greenhouse Gas emissions in the event of a railway, using the following variables:

1. Fully diesel locomotive

2. Fully electric locomotive
3. Hybrid locomotive

Furthermore, the Consultant should conduct a preliminary analysis of the overall GHG emissions from construction and operations of the proposed infrastructure work as part of Phase I. This analysis should provide details regarding the assumptions used to build the model and its limitations. The Consultant should also provide recommendations to improve the precision of these projections in future steps of the project.

9.14 Final Report

The Consultant shall submit a separate final report outlining the results of the various studies carried out as part of the Socio-Environmental Feasibility Assessment. This report could either be a stand-alone report, or can be merged with the Market Survey report. The report should clearly outline the methodologies used, the results obtained and the limitations of each section, with a view of improving on the information presented at the Environmental and Social Impact Assessment stage of the project. The first draft of the Socio-Environmental Feasibility Study report shall be due on **February 15, 2022**, for review with the GACIOs. The final draft of the Study shall be submitted at the completion of the Mandate, scheduled for **March 31, 2022**.

The report should provide recommendations regarding the ESIA stage, including identifying the major issues that need to be resolved at the next stage. Furthermore, the Consultant should flag any significant potential impacts of the proposed project, which shall be used to elaborate the mitigation strategy outlined in [Task 5](#).

Finally, the Consultant should include recommendations regarding future community engagement strategies with a reflection on the experiences encountered with the GACIO structure. These recommendations will serve as a template for the design of the future local participation structure. A list of roles and responsibilities relative to the ESIA for both the Project Manager as well as the community representatives shall be proposed in this section as well.

The Consultant must include with the final report all raw data collected, either from field work, from consultations with Cree communities and land users, as well as summaries of interviews conducted.

10 Task 5 - Contingency and Mitigation Planning

The following task will be included in the final Feasibility Study Report.

10.1 Identification and analysis of risk factors

This task requires compiling all the information gathered from [Task 2](#) (Article 7), [Task 3](#) (Article 8) and [Task 4](#) (Article 9) to identify the main risks involved in the work proposed in Phase I of the Infrastructure Upgrades of the Grande Alliance, as well as an initial list of recommendations to address these risks.

The Consultant should include details regarding how each risk was identified and analyzed, including the assumptions found therein and the limitations of the analysis.

Risks are a function of the probability that they will occur multiplied by the magnitude of the impact when they do. These components are separate but equally important. The analysis provided in this section should include an appreciation of both variables when presenting risks. The analysis should also make clear who is affected by these risks, e.g., potential investors, users or other stakeholders. The type of risks covered in this analysis include, but should not be limited to:

- Financial Risks;
- Technical Risks;
- Social Risks to the local population;
- Conflict Risks with other industrial users (mining, forestry, other);
- Environmental Risks.

The analysis should include reflection on the link between the individual risks presented and the overall risk to Social Acceptability of the project. This should include a critical look at how risk factors can interact with each other as well as with impacts from other activities within the project area, whether they are social (e.g., overcrowding in hunting lands) or industrial (e.g., forestry), in addition to large-scale environmental changes (e.g., climate change).

The Consultant should be aware that risk tolerance thresholds and mitigation are essential to the Social and Environmental Impact Assessment process. As such, they will play an increasingly important role in subsequent stages of the project. The goal at the Feasibility Study is (1) to conduct an initial inventory and detailed characterization of the proposed risks of the proposed infrastructures and (2) to initiate discussions regarding potential mitigation measures to build an initial strategy, in close collaboration with the Client, knowing that these will be further refined in subsequent phases.

10.2 Mitigation Strategy and Recommendations

The Consultant should present a general mitigation strategy to address issues in the project area. This strategy must be based on clear principles and policies, and should be measurable over time through the use of simple metrics. The mitigation strategy must be approved by the GACIOs and should be communicated in a clear manner to all stakeholders.

In line with the mitigation strategy, the Consultant should propose recommendations for each individual risk identified in the previous section. These recommendations will be developed in close collaboration with the GACIOs, who should be intimately involved in their development. All potential solutions presented should be legally permissible, technically feasible and culturally appropriate. Furthermore, all proposed solutions should be accompanied with an estimate of the implementation costs, and should be flagged appropriately when these costs are considered significant.

10.3 Communication of Results

Results should be presented in table format, in both English and French, in a manner that allows the reader to understand the risks and the stakeholders involved, as well as to make clear connections between the solutions proposed and the risks that are being addressed.

The Consultant should also develop a PowerPoint presentation, in both English and French, that will be used to share the results of this task with Cree communities and Cree leadership in a manner that addresses the concerns raised over the entire Feasibility Study process. The Consultant should include in their budget sufficient time and travel to meet with all relevant stakeholders to present these results.

The first draft of the table and PowerPoint presentation should be submitted to the Client on **February 15, 2022**, which will be reviewed with the GACIOs for comments. The final drafts shall be submitted to the Client at the completion of the Mandate on **March 31, 2022**.

11 Task 6 - Draft-design, Report and Cost Evaluations

The Consultant shall compile all the information from Tasks 2-5 to produce a final report that includes all major design recommendations based on the compilation of results as well as the various consultations carried out with the GACIOs. For the components listed in Tasks 2-5 for which a separate stand-alone report is requested, the Final Study Report should include a summary of the main findings of these reports, as well as clear references for the reader. **It is strongly recommended that the Consultant refers back to all Guiding Documents to review the main priorities for the Final Report, in particular [GD 6.1](#), [GD 6.2](#) and [GD 6.3](#).**

The Consultant shall submit a draft Table of Contents to the GACIOs on **September 15, 2021**. This Table of Contents will also require prior approval from the Client and therefore should be included in the Interim Report due to the Client on **October 15, 2021**.

The Consultant shall plan for sufficient time to consult on initial drafts of the report, including but not limited to the GACIOs, the affected communities, regional leadership and partners and the Client. These consultations may bring to light topics not covered in the list provided in [Article 11.3](#), and should nevertheless be included in the analysis if relevant. The First Draft of the Final Report shall be submitted to the Client no later than **February 15, 2022**.

11.1 Visual Model

The Final Report shall include an eye-level visual model of the railway at a minimum of three significant locations along the BDH corridor between km 0- km 257 as well as a minimum of two locations along the Grevet-Chapais line. These locations should be validated with the GACIOs prior to finalization.

11.2 Financial and Economic Analysis

The Final Report shall include a detailed financial and economic analysis of the proposed infrastructures, including the financial risks identified in [Task 5](#), as well as any recommendations to mitigate these risks. In addition, the report shall include details regarding the recommended business model for the different infrastructures (e.g. private, public, PPP or other), as a function of the information compiled from Tasks 2-5. The Consultant should include in their reflection an exploration of the different relevant business model options as well as reasons for favouring some options over others.

The financial analysis should include a sensitivity analysis of financial inputs. The Consultant shall propose a discount rate based on reasonable comparables as well as the expected cost of capital for the theoretical entity created to operate the proposed infrastructures, made up of potential local equity shareholders or otherwise.

The Consultant shall propose a realistic revenue generation framework that includes, but is not limited to, external funding opportunities, debt structuring and user fees. The Net Present Value (NPV) of the project should be calculated based on discounted future cash flows over different time horizons (15 years, 30 years, 50 years and the active life of the

infrastructure, if relevant), including an explanation of all assumptions and variables used in the calculations. If the Consultant believes that another period would be more appropriate, they can give their opinion to the Client and a decision will be made based on the Consultant's arguments. The Consultant shall also include an appreciation of the limitations of each time horizon calculation (e.g. uncertainty level).

11.3 Final Report Sections

The sections listed provided below should be included, but not be limited to, in the final report (note that the order is for information purposes only):

- A. Executive Summary
- B. Summary: this shall be an accessible summary for a broad audience and goes beyond the scope of a standard Executive Summary. It should include a variety of visual aids to aid the reader in better understanding the findings of the Feasibility Study. This should be accompanied by a PowerPoint presentation of the main points of the Summary.
- C. Glossary: including a translated Cree glossary of technical terms developed in close collaboration with the GACIOs. The glossary shall also include terms commonly used in Eeyou Istchee that are less familiar outside the territory.
- D. Units and commonly used acronyms
- E. Project team, collaborators and acknowledgements
- F. Introduction and scope of report
- G. Limitations and reservations
- H. Summary of the current transportation situation and growth predictions in a status quo ("Do Nothing") scenario
- I. Presentation of the broad goals of La Grande Alliance, including a summary of all Phases and components of the project and major partners
- J. Presentation of the Phase I Infrastructure and Mandate of the Consultant (including modified scope of Market Survey)
- K. Geography of Study Area with overall map as well as maps of individual components.
- L. Recap of the Market Survey's ([Task 2](#)) main findings:
 - a. Justification of the economic need for the project
 - b. Potential users of the railway lines (KM0-KM257/Grevet-Chapais line)
 - c. Potential users of the access road upgrades
 - d. The connection between users identified in b. and c. with special consideration for local economic growth and the Cree social economy.
 - e. Any other relevant information gathered from consultations with relevant stakeholders.
- M. Findings of the Technical Feasibility Study, including all elements identified in [Task 3](#), all data collected and information gathered from consultations with relevant stakeholders.
- N. Findings of the Socio-Economic Feasibility Study, including information gathered from consultations with relevant stakeholders ([Task 4](#))

- O. The mitigation strategy, including information gathered from consultations with relevant stakeholders ([Task 5](#))
- P. Preliminary corridor of the new railway on the Billy Diamond Highway including how the railway corridor interacts with the roadway as well as all connected infrastructure (buildings, widenings and trans-shipment areas).
- Q. Any required modifications/additional infrastructure to the Grevet-Chapais line.
- R. Any modifications to the community access roads
- S. Construction Phase of the project:
 - a. Access points
 - b. Labour needs, fluctuations and mobilization/demobilization
 - c. Potential supply chains and strategy to maximize local procurement
 - d. Energy needs for construction phase
 - e. Material needs, exploitation of quarries/borrow pits, timelines and permitting (including remediation of sites at completion of work)
 - f. Civil engineering and project management needs
 - g. Timelines, schedule and key benchmarks
 - h. Constraints (meteorological, holidays, Cree cultural periods, environmental)
 - i. Construction Impact Mitigation strategy
 - j. Consultation framework and monitoring
 - k. Sale of surplus construction assets to local stakeholders
- T. Capital Costs (Capex)
 - a. Ventilated by sub-sector of the project
 - b. Cash flows
 - c. Outline of financial risks
 - d. Risk-adjusted financial model
- U. Capital Asset maintenance plan
 - a. Schedule
 - b. Procurement and human resources needs
 - c. Annual maintenance investment horizons (15, 30 and 50 years)
- V. Operations phase
 - a. Labour needs and geographic distribution of labour
 - b. Volumes, turnover and fleet management
 - c. Electricity distribution and communications needs
 - d. Suggested transport rates and justifications
 - e. Final governance structure and operations management
- W. Operating Expenses (Opex)
 - a. Cash flows and working capital management
 - b. Financial model
- X. Discount rate, Net Present Value (NPV) and Internal Rate of Return (IRR)
- Y. Recommendations regarding funding strategy
 - a. Long-term asset ownership model
 - b. Operations ownership
 - c. Self-financing options
 - d. Majority equity holders

- e. Minority equity holders
- f. Debt-financing strategy
- Z. Infrastructure projects' active life-span and life-cycle
- AA. Conclusions

The Final Report, in both English and French and reviewed by the GACIOs, shall be submitted at the completion of the Mandate on **March 31, 2022**. In addition, a Cree-language summary (using syllabics) of the main findings of the report, in a non-technical language, shall be included with the final draft. This shall be prepared in collaboration with the GACIOs at the cost of the Client.

12 List of Deliverables

The list below summarizes the deliverables detailed in the previous sections, with their respective due dates. The order presented below corresponds to the order in which they appear in the RFP Document. The Article Number where they are found is provided in the table.

<u>Deliverable</u>	<u>Article</u>	<u>Due Date</u>
Brief report by email	<u>6</u>	At least once per two weeks
Market Survey Report First Draft Final Draft	<u>7.4</u>	Jan 15, 2022 Mar 31, 2022
Interim Report (Technical Feasibility Study & draft Table of Contents for Final Report)	<u>8.1</u>	Oct 15, 2021
List of Comparables and resulting field strategy	<u>8.4</u>	June 15, 2021
Archaeology Report (Socio-environmental Feasibility Study)	<u>9.3</u>	Jan 15, 2022
Socio-environmental Feasibility Study Report First Draft Final Draft	<u>9.14</u>	Feb 15, 2022 Mar 31, 2022
Mitigation Strategy – table and PowerPoint First Draft Final Draft	<u>10.3</u>	Feb 15, 2022 Mar 31, 2022
Feasibility Study Final Report Draft Table of Contents to GACIOs Draft Table of Contents in Interim Report First Draft Final Draft	<u>11.3</u>	Sep 15, 2021 Oct 15, 2021 Feb 15, 2022 Mar 31, 2022

Note that all final drafts of reports must be translated into English and French. The costs of all translation work should not be included in the proposal, as this will be negotiated with the Client at the finalization of the Contract.

12.1 Meetings with the Feasibility Study Steering Committee

The Consultant must plan to meet, at a minimum, once every three months with the Steering Committee to review the progress of work, the information gathered and any deviations to the agreed upon work plan(s). Additional meetings shall be scheduled prior to the completion of the Mandate to review drafts of the various deliverables. The preliminary dates for the meetings are presented below with additional notes regarding specific topics to be covered. The specific dates shall be chosen in collaboration with the Client Secretary at the beginning of the Mandate.

- Kick-off Meeting: April 1, 2021
- Meeting 1: June 30, 2021.
- Meeting 2: September 30, 2021 (including discussion on Interim Report due October 15, 2021).
- Meeting 3: December 20, 2021 (discussion on archaeology report and first draft of Market Survey Report).
- Meeting 4: February 1, 2022 (to review draft of Market Survey Report).
- Meeting 5: March 1, 2022 (to review drafts of Socio-Environmental Feasibility Study Report, Mitigation Strategy communication tools and Feasibility Study Report).

12.2 Meetings with Grande Alliance Community Information Officers (GACIOs)

The Consultant shall plan, at least once per month, to meet with the GACIOs to discuss various topics related to the Mandate including, but not limited to, work plans, consultations, public presentations, draft reports, etc. The Consultant, via the Consultant Liaison Officer, shall be responsible for producing all written documentation to facilitate discussion as well as maps and other visual tools. In addition, the Consultant Liaison Officer is responsible for maintaining and cataloguing all minutes resulting from these meetings, which should be submitted as appendices to the final Feasibility Study Report.

The Consultant shall plan to avoid organizing meetings during important cultural periods, namely:

- Goose Break (specific dates to be determined and will vary from one community to another but is usually between the last week of April and the third week of May; the break period is usually 2 weeks). **This is the most important Cree cultural period; therefore the Consultant should not plan any field work or meetings during this period.**
- Summer gatherings period (will vary from one community to another, but usually one week)
- Moose Break (specific dates to be determined but is usually from mid-October to mid-November for one week).

The Consultant shall communicate regularly with the GACIOs for the specific dates of the different periods mentioned above.

The Consultant shall also plan to participate in Local Annual General Assemblies, especially in the communities most concerned with Phase I. These are generally held in the summer, if COVID-related restrictions permit this. The Consultant shall communicate with the GACIOs to plan accordingly. The Consultant shall also present to important regional General Assemblies, most notably the regional Cree Trappers' Association (CTA) and the Cree Nation Government (CNG).

The Consultant shall be responsible for all travel-related costs for their personnel to attend meetings with the CDC, the transportation sub-committee or with the GACIOs. The Consultant is not responsible for the travel costs related to travel for the GACIOs.

A timeline including all the important dates mentioned is provided in [Appendix VIII](#).

Section 4 – General Administrative Clauses

13 Record-keeping

The Consultant shall maintain a record of expenses encountered in the execution of the Mandate as well as all related worked hours, including details regarding the personnel having worked and the applicable rates.

The Client will be entitled to inspect and verify these records at any time convenient for the Parties and the Consultant shall facilitate such inspections or verifications.

14 Verification

The payment requests arising from the execution of the Mandate may be subject to verification by the Client and are subject to adjustments or corrections.

15 Conflicts of Interest

The Consultant accepts to avoid any situation that would put its personal interest in conflict with the interest of the Client. If such situation arises, the Consultant must immediately inform the Client who could, at its discretion, issue a directive indicating to the Consultant how to remedy this conflict of interest or to terminate the Mandate.

16 Compliance with Laws and Regulations

The Consultant and its sub-contractors commit to comply with all laws and regulations applicable to this Mandate.

The Consultant must assume the responsibility and bear the costs of any claim or obligation relating to the violation of laws and regulations, whether the violation is committed by itself, its sub-contractors and their employees.

All contractual documents are governed by and must be interpreted in accordance with the laws and regulations currently in force and applicable in the Province of Québec.

17 Roles and Responsibilities

17.1 Mandate

The Consultant shall assume all the responsibilities arising from the execution of the Mandate. It is responsible for the means put in place in order to ensure the quality of the services provided for in the technical requirements of the Mandate and according to the rules of good practices and to this end, it is responsible for the work of its sub-contractors and professionals with regard to the technical means, protocols and procedures as well as for the coordination of all the parties to these services.

17.2 Representative of the Consultant

The Consultant Project Manager must have full authority to act on behalf of the Consultant. He will lead and advise the work team on a daily basis. The Consultant Project

Manager is expected to maintain regular communication with the Client's representative in order to better assess and solve the issues relating to the performance of the Mandate.

17.3 Human Resources: Replacement and limitations

The Consultant shall obtain the Client's authorization before proceeding with the replacement of a member of the project team specifically identified in the proposal. In such cases, the Client may:

- Either accept the replacement if the proposed candidate possesses the equivalent qualifications to the person originally identified and if the Consultant assumes the transfer of knowledge.
- Either refuse the replacement if he judges that the proposed candidate does not possess sufficient qualifications compared with the originally identified person and oblige the Consultant to propose a new candidate or to continue with the initial member; otherwise, the Mandate may be terminated.

17.4 Staff and employment relationships

The Consultant is the sole recognized employer of all personnel mobilized to carry out the Mandate and, as such, assumes all rights, obligations and responsibilities. The Consultant shall comply with the laws governing to industrial accidents and those governing the conditions of employment, and should ensure that its sub-contractors, if applicable, do the same.

17.5 Responsibility of the Client

The Client undertakes to communicate regularly with the Consultant to notably, monitor the execution of the Mandate. The Client must also take the necessary measures to ensure maximum collaboration between the Consultant and any local resource essential to the execution of the Mandate, which would more specifically be, the GACIOs.

With regard to the bidding process, the Client undertakes to guarantee a fair and equitable selection for all relevant bidders whereby the selection of the Consultant will be made in transparency and based solely on the information presented in this RFP Document. Any additional information must be circulated as soon as possible to all the bidders concerned by this Mandate.

17.6 Assignment of the Mandate

The rights and obligations contained in this Mandate cannot, on penalty of nullity, be assigned, in whole or in part, without the Client's authorisation.

17.7 Compliance of Work

All work related to this Mandate must comply with the requirements of this document, as well as the directives provided by the Client's representative.

17.8 Management of Mandate

The Client reserves the right, at all times during the Mandate, to confer the management of the Mandate to another entity or company (the “Client Project Manager”). In such event, the terms and conditions of the Mandate will not be modified in any way except that it will be the Client Project Manager who will see to their application, through its authorized representative.

18 Termination

18.1 Rights of Termination with Justification

The Client reserves the right to terminate this Mandate for one of the following reasons:

- a) The Consultant fails to fulfill one or more of the terms, conditions or obligations incumbent upon it under this Mandate.
- b) The Consultant ceases operations in any way whatsoever, including bankruptcy and/or liquidation or assignment of its assets.

In such cases, the Client sends a written notice of termination to the Consultant stating the reason for the termination. If it consists of a reason cited in paragraph a), the Consultant must remedy the stated default within the period prescribed in this notice, failure to do so shall lead to the automatic termination of the Mandate, the termination taking effect automatically at the end of this period. If it consists of a reason cited in paragraph b), the termination shall take effect on the date of receipt of a written notice from the Consultant.

The Consultant will have the right to claim all fees, disbursements or moneys representing the real value of services rendered up to the date of termination of the Mandate, in accordance with the present Mandate, without any additional compensation or indemnity whatsoever and this, on the condition that it returns to the Client all work already carried out at the time of the termination. If the Consultant had obtained a monetary advance, it will have to return it in full.

The Consultant is responsible for all damages suffered by the Client due to the termination of the Mandate.

In the event of the pursuit of the Mandate by a third-party, the Consultant must notably assume any increase in the cost of the Mandate for the Client.

18.2 Termination without justification

The Client reserves the right to terminate the Mandate without providing reason or justification.

In order to do so, the Client shall provide a written notice of termination to the Consultant. The termination shall take effect automatically on the date of receipt of this notice by the Consultant.

The Consultant will then be entitled to fees, disbursements and moneys representing the at-cost value of the services rendered up to the date of termination of the Mandate, in accordance with this Mandate, without any additional compensation or indemnity whatsoever and, in particular, without compensation or indemnity for the loss of any expected profit.

19 Modifications to the Contract

The Client may, up to the completion of the Mandate, make changes to the contract and require their execution by the Consultant.

The nature of such change, its method of payment, including the impact costs related to this change and the time frame within which it must be carried out are recorded in an addendum signed by the Consultant and the Client.

When an addendum is subscribed by the Consultant and the Client during or after the execution of the change, it constitutes the complete and final agreement for the intended change, including all impact costs related to this change.

When the addendum is subscribed by the Consultant and the Client before the beginning of the execution of the change, the Consultant shall reserve its rights with regard to the impact costs, if any, which must then be presented according to the provided procedure as per Section 20 - "Dispute Resolution Mechanism". In such cases, only direct costs related to the execution of the work in relation to this change, if any and agreed with the consultant, will then be paid by the Client.

In the case of emergency or disagreement regarding the terms of an addenda, the Consultant must execute any work requested in writing by the Client's representative. The Consultant must then follow the procedure outlined in the Section 20 - "Dispute Resolution Mechanism". Until an addendum is signed by the Client and the consultant, the estimated cost of the change is determined by the Client and partially paid to the Consultant.

Any change to the Mandate does not imply a time extension unless this is expressly written in the addendum.

20 Dispute Resolution Mechanism

The following procedure applies to any claim from the consultant, including:

- When the Consultant disagrees with any directives or decisions by the Client regarding the execution or interpretation of the contract.
- When Additional Services are not formalized in a contract addendum or where a disagreement exists according to the Article 19 - Modifications to the Contract.
- When the Consultant wishes to present a request for additional compensation.

20.1 Obligation to continue all work

The Consultant must continue all work in a diligent manner, regardless of any pending disagreement with the Client. Any continuation of work shall not be construed as a renunciation to any pending claim subject to the mechanism described herein. Failure of the Consultant to respect the process described herein, including all steps, deadlines and forms indicated, or to allow the Client's representative to collect the necessary information for the analysis of its claims or to provide the Client with the additional required information, is considered a withdrawal and a waiver of any right that the Consultant may have had regarding to these claims.

20.2 Mandatory notice

For any claim, the Consultant must notify, in writing, the Client as soon as possible, but at the latest five days following the event that resulted in a claim, to provide for indications on the nature of the claim and sufficient details to allow the Client to take all necessary actions and decisions required to evaluate the claim. In the notice, the Consultant should specify in a preliminary manner, the anticipated changes to the detailed execution timelines.

In addition to what is provided for in the contract, the Consultant shall take all measures to separately account for the costs related to each of its requests.

20.3 Negotiation

The Parties shall attempt to resolve any dispute during the performance of the contract by way of negotiation.

The Consultant commits to provide all documentation required by the Client's representative within the delay stipulated by the latter or otherwise agreed between the Parties. Following the review of the consultant's claim, the Client's representative informs the Consultant in writing of the actions to be taken, of the decisions taken or of its position in relation to the claim. Once an agreement on the claim is reached, the Client shall transmit to the Consultant an addendum in accordance with [Article 19](#) - "Modifications to the Contract".

All unresolved claims at the completion of the contract shall be treated under [Article 20.4](#) – Unresolved Disputes and Claims.

20.4 Unresolved Disputes and Claims

20.4.1 Detailed Presentation by Consultant

The parties remain free to resolve any dispute by negotiation at any time. However, at the latest six (6) months following the completion of the contract, the Consultant shall provide to the Client with a detailed presentation for all unresolved claims. This presentation should include the following information:

- Nature of Additional Services and resources mobilized;
- Effects of Additional Services on timelines and deadlines;
- Incurred costs, including travel costs with all pertinent details;
- Receipts and vouchers, if applicable.

This detailed presentation must be accompanied by a signed affidavit from an officer of the Consultant, certifying that all information contained therein is true, correct and complete. He must also provide with this detailed presentation all supporting documents and commit to provide any other document required by the Client within the time limit stipulated by the latter. No interest will be paid by the Client if the Consultant is not diligent in transmitting its detailed presentation or in monitoring the processing thereof.

20.4.2 Review and Decision by the Client

Insofar as the detailed presentation is complete and duly accompanied by the supporting documents, the Client studies the detailed statement and informs the Consultant in writing of its decision no later than i) six (6) months from the date of receipt by the Client of the last

supporting document sent by the Consultant or, ii) within a period at least equal to that taken by the consultant, beginning from the claim by the Client to send the latter these additional supporting documents.

20.4.3 Revision by the CDC Board of Directors

In case of disagreement with the decision related to a claim, the Consultant can request in writing to the Board of Directors of CDC to review the decision, within 30 days following the decision is taken. The Consultant must include the reasons for this request for review.

20.4.4 End of the Present Process

In the absence of an agreement, the Parties retain their rights and remedies to assert these claims in the courts of the judicial district of Abitibi, in which case, compliance with this procedure should not be interpreted as a waiver of the benefit of elapsed time for the purposes of establishing the prescription of rights and remedies.

20.5 Confidentiality

Confidentiality and privileged information shared in the context of the Dispute Resolution Mechanism, including any documents shared or prepared as well as comments made at meetings, constitute essential elements for the integrity of the process for the benefit of both parties. All steps taken, documents produced and topics discussed are made without prejudice nor admission of responsibility. No information or document of this nature may in any way be relied on or produced before the courts or in the context of any dispute whatsoever and the Client may under no circumstances be required or obliged to disclose or to communicate them.

All proposal or settlement offer, whether accepted or not, is made without prejudice nor admission of responsibility. The Client reserves the right to modify any offer or to withdraw it completely at any point prior to a formal agreement.

21 Liability of Consultant regarding Claims by Third-Parties

Any liability relating to the Mandate rests with the Consultant and includes any claim for accidents occurring in any place used for the execution of the Mandate, to anyone present there for a specific purpose or without reason.

The liability of the Consultant also includes claims for damage to private or public property and breaches of any law or regulation relevant to the Mandate.

The Consultant must take measures such that the Client is released from all liability related to damages or infractions caused by any of its employees or sub-contractors.

In the case of claims or legal action against the Consultant for reasons resembling to those mentioned in this section, the Client can, if it deems it necessary, withhold certain amounts due to the consultant, including its guarantees, until such time that the Consultant can demonstrate a complete resolution to such claims.

If the Client, through no fault of its own, becomes part of a lawsuit, whether initiated by the Consultant or against the latter, the Consultant shall defend, indemnify and hold harmless the Client of any liability and shall pay for all fees and expenses, including reasonable legal costs and fees, incurred or paid by the Client as a result of such lawsuit.

22 Miscellaneous

22.1 Intellectual Property

The Request for Proposals and all information held therein or communicated to the Consultant in relation with the current Mandate remains the exclusive property of the Client and shall not be used for, without the written consent of the Client, any means other than the current Mandate.

22.2 License

The Consultant confers to the Client a non-exclusive, fully transferable and irrevocable license allowing it to reproduce, adapt, publish, communicate to the public by any means whatsoever, to translate, reproduce or represent in public all documentation related to this Mandate (plans, sketches, project description texts, etc.) for any means judged relevant by the Client.

This license has no territorial limits and is for an undefined period of time. All considerations related to authorship rights related to the present Mandate are included in the provided remuneration.

22.3 Guarantees

The Consultant guarantees to the Client that they hold all rights that may allow them to carry out the present Mandate, including the license described in the present Section and guarantees the Client against any claim, request or legal actions undertaken by any person in contesting this guarantee.

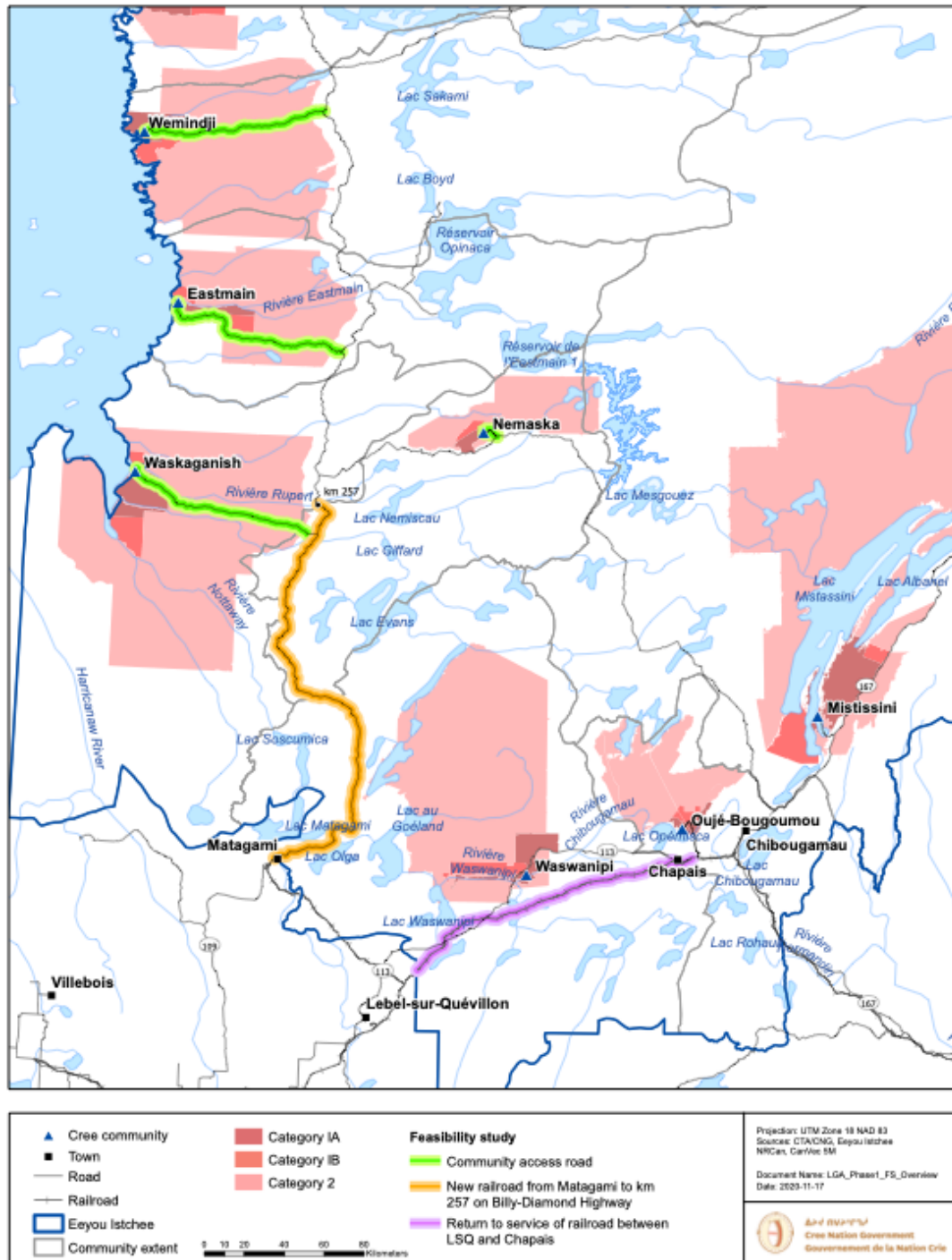
22.4 Publicity

All publicity created by the Client, sub-contractors or other service providers in relation to the present Mandate must be submitted for approval to the Client. This includes any type of media such as signs and information panels at the work site or elsewhere, radio or television announcements, newspaper articles, etc.

The Consultant cannot install any signs, panels or announcements at the work site without the prior consent of the Client.

Appendix I – Map of Project Area

La Grande Alliance - Phase 1 Feasibility Study Overview

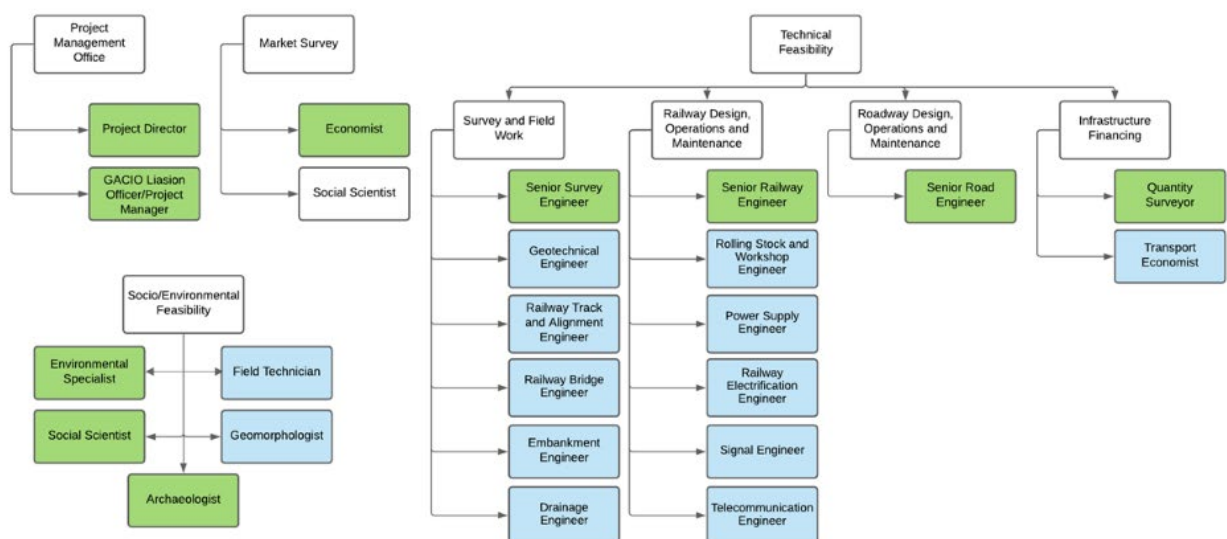


Appendix II – Qualifications of Core Project Team and Specialists

The Consultant is required to share details regarding the project team that will be assigned to work on the feasibility study. The project team must be a multi-disciplinary team of experts capable of delivering on the economic, technical, social and environmental aspects of the Mandate.

The Core Project Team will ideally be composed of around 10 members (not including any members who are proposed as replacements in the case of unforeseen circumstances). It will be led by the Consultant Project Director whose education, professional certifications and experience will be sufficient to direct and manage the project. The same evaluation criteria will apply to the Consultant Liaison Officer. Supplementing them will be at least eight other core members: one economist, one professional quantity surveyor or equivalent, four engineers, one environmental specialist, one social scientist and one archaeologist. The team will be supported by an array of Specialists relevant to specific portions of the Mandate. The composition of this group will serve as the basis for the evaluation criteria under “Qualifications and Experience of the Core Project Team,” and “Qualifications and Experience of Specialists” found in “Competence and Experience of Consultant” ([Appendix III](#)).

A reference project team structure is provided for information purposes. This is listed below and consultants are expected to provide a similar structure in their proposal.



Members of the Core Project Team are represented in green and Specialists are represented in blue. The Consultant may choose to have more than one team member for a Core Project Team member role, if it is deemed appropriate. A Core Project Team member may also serve the role of a Specialist. An individual may serve a maximum of two Specialists. These terms are contingent on the respective individuals having sufficient experience. Given the requirements of the Mandate, it is expected that mid-level and junior professionals participate in the execution of the Feasibility Study. The Consultant shall also

provide information regarding team members who could act as replacements in the case of unforeseen circumstances.

It is mandatory for the Consultant to submit the curriculum vitae (CV) of the Core Project Team members and the Specialists that will be working on the project. Their CVs must reference at least three (3) prior projects that had requirements similar to their roles in the current Mandate. The Core Project Team and Specialists are subjected to the conditions described under the [Article 3.3](#) and [Article 17.3](#). The expected qualifications of the Core Project Team and Specialists are listed below. To demonstrate compliance, the Consultant should provide a CV that clearly demonstrates; where, the month and year commenced and completed, and how (through what activities and responsibilities) the stated experience was acquired.

Project Management Office:

Consultant Project Manager – Professionally certified engineer with minimum of seventy-two (72) months of direct experience completed within the last fifteen (15) years in managing infrastructure (rail and road) projects. CV must include at least three projects showcasing project management competency.

GACIO liaison officer (Consultant Liaison Officer) – Project management professional, social scientist or environmental scientist with minimum of thirty-six (36) months experience completed within the last ten (10) years in managing First Nation relationships in infrastructure projects. CV must include at least three projects showcasing First Nation relationship management competency.

Market survey:

Economist – Post graduate degree in economics with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in developing economic models. CV must include at least three projects showcasing competency in developing economic models based on economic trends and forecasts.

Technical feasibility:

Survey and field work

Senior Survey Engineer – Professionally certified engineer with a degree in surveying, railway engineering or related areas with minimum of seventy-two (72) months experience, at least forty-eight (48) months as project leader for project of similar size and scope, completed within fifteen (15) years of Closing Time in survey engineering. CV must include at least three projects showcasing survey engineering and team management competency.

Geotechnical Engineer – Professionally certified engineer with a degree in geotechnical engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in geotechnical engineering. CV must include at least three projects showcasing geotechnical engineering competency.

Railway Track and Alignment Engineer – Professionally certified engineer with a degree in railway/civil engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in alignment design and railway track engineering. CV must include at least three projects showcasing alignment design and railway track engineering competency.

Railway Bridge Engineer – Professionally certified engineer with a degree in civil engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in bridge/structure design. CV must include at least three projects showcasing bridge/structure design competency.

Embankment Engineer – Professionally certified engineer with a degree in civil engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in embankment design. CV must include at least three projects showcasing survey engineering and embankment design competency.

Drainage/hydrological Engineer – Professionally certified engineer with a degree in civil/environmental engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time. CV must include at least three projects showcasing drainage engineering competency.

Railway Design, Operation and Maintenance

Senior Railway Mechanical Engineer – Professionally certified engineer with a degree in railway engineering or related areas with minimum of seventy-two (72) months experience, at least forty-eight (48) months as project leader for project of similar size and scope, completed within fifteen (15) years of Closing Time in planning, preparation and design of railway systems and projects. CV must include at least three projects showcasing railway design experience and team management competency.

Rolling Stock and Workshop Engineer – Professionally certified engineer with a degree in railway/mechanical engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in railway rolling stock, maintenance and workshop design and operations. CV must include at least three projects showcasing rolling stock experience.

Power Supply/Electrical Engineer – Professionally certified engineer with a degree in electrical engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in railway electrical engineering. CV must include at least three projects showcasing railway electrical engineering competency.

Railway Electrification Engineer – Professionally certified engineer with a degree in civil engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in railway electrification engineering and system design. CV must include at least three projects showcasing railway electrification engineering and system design competency.

Signal Engineer – Professionally certified engineer with a degree in railway engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in railway signal engineering and system design. CV must include at least three projects showcasing signal engineering and system design competency.

Telecommunication Engineer – Professionally certified engineer with a degree in telecommunication engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in railway telecommunication system design. CV must include at least three projects showcasing railway telecommunication system design competency.

Roadway Design, Operation and Maintenance

Senior Road Engineer – Professionally certified engineer with a degree in highway/civil engineering or related areas with minimum of seventy-two (72) months experience, at least forty-eight (48) months as project leader for project of similar size and scope, completed within fifteen (15) years of Closing Time in planning, preparation and design of road projects. CV must include at least three projects showcasing road design, surveying and team management competency.

Infrastructure Financing

Quantity Surveyor – Professionally certified engineer, preferably with PQS certification with a degree in civil/construction management/quantity surveying engineering or related areas with minimum of seventy-two (72) months experience completed within fifteen (15) years of Closing Time in cost estimations of rail/road infrastructure projects and infrastructure funding. CV must include at least three projects showcasing cost estimation and project financing competency.

Transport Economist – Degree in finance, economics or engineering with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in financial analysis of transport/infrastructure projects. CV must include at least three projects showcasing financial analysis competency specifically in transport/infrastructure projects.

Socio-Environmental Feasibility:

Biologist/Environmental Specialist - Bachelor degree in science (ecology, environmental biology, wildlife biology, etc.), post-graduate degree preferred with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in a biology related field. Experience working with First Nation communities and Traditional Ecological Knowledge considered an important asset. CV must include at least three projects showcasing biology mandates in First Nation communities.

Geomorphologist - Bachelor degree in science or engineering (physical geography, geology, etc.), post-graduate degree preferred with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in a geomorphology related field. Experience working with First Nation communities and Traditional Ecological Knowledge considered an

important asset. CV must include at least three projects showcasing experience as a geomorphologist.

Field Technician – Recognized technical diploma in environmental protection or wildlife biology. Minimum of sixty (60) months of experience within ten (10) years of Closing Time in field biology work. Experience working with First Nation communities and Traditional Ecological Knowledge considered an important asset. CV must include at least three projects showcasing experience as a field engineer.

Social scientist – Bachelor degree in social science, post-graduate degree preferred with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in social development, especially with respect to First Nation communities. CV must include at least three projects showcasing social development mandates in First Nation communities.

Archaeologist - Bachelor degree in social science, post-graduate degree preferred with minimum of thirty-six (36) months experience completed within ten (10) years of Closing Time in archaeology, especially with respect to First Nation communities. CV must include at least three projects showcasing archaeology mandates in First Nation communities.

Appendix III – Evaluation Criteria

The Evaluation Criteria consists of two components – Mandatory Criteria and Selection Criteria

Mandatory Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Consultants' Proposal Submissions must clearly demonstrate that they meet all Mandatory Criteria for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Consultant must include the following table in their proposal, indicating that their proposal meets the Mandatory Criteria, and providing the Proposal Submission page number or section that contains information to verify that the criteria has been met.

MANDATORY CRITERIA				
Item	Description	Met	Not Met	Reference to Proposal
M1	Organisation of Project and Timelines Does the proposal submission include: 1) All requirements of the Mandate, that is all tasks and sub-tasks found in the RFP Document? 2) A description of all human resources and relevant expertise necessary for the execution of the project, as described in Appendix II ?			
M2	Experience of Consultant Does the proposal submission include: 1) Examples of past development projects on First Nations territories? 2) Examples of Engineering, Procurement, Construction and Management (EPCM) of new railway lines? 3) Examples of EPCM related to rehabilitating out-of-service rail lines? 4) Examples of EPCM related to construction of roads? 5) Examples of economic modelling of potential in a geographic region. 6) Examples of sustainable infrastructure development?			

MANDATORY CRITERIA				
Item	Description	Met	Not Met	Reference to Proposal
M3	<p>References</p> <p>Do the cited references include the following information:</p> <ol style="list-style-type: none"> 1) Name of organisation to which the services were provided, along with name, title, email and phone number of a contact person 2) Brief description of the scope of work that highlights the points listed under "Experience of Consultant" 3) Place of Contract (Full Address) 4) Value of Contract 5) Time period of contract (Month and Year) 6) Description of contract <p>Note: The Consultant must provide proof of their previous experience and performance in similar projects.</p> <p>The Client reserves the right to verify that the information is correct and complete.</p> <p>It is the Consultant's responsibility to ensure that the cited references are aware that they have been cited in reference.</p> <p>The proposal evaluation team may attempt to communicate with the references during the proposal evaluation period, between 10:00 a.m. and 4:00 p.m. local reference time.</p> <p>If the reference does not validate the information, the Consultant's proposal could be judged non-compliant and may not be considered for further evaluation.</p>			

Selection Criteria

Consultants whose proposals having successfully met ALL of the Mandatory Criteria will be invited to give oral presentations of their Proposal Submissions. After the presentation of all proposals, the proposals will be evaluated against each of the following point-rated Selection Criteria, using the evaluation factors and weighing indicators indicated.

Based on the Consultant's Proposal, each rated item will be allocated points as follows:

Maximum Points Available: 100 points

The scoring for each Selection Criteria shall be allocated applying a progressive scale by the Selection Committee. The rating guide provided is for reference purposes only.

S1: Understanding of Scope and Conceptual Approach

Maximum Points Available: 40

Description	Max	Score	Reference to Proposal
<p>Clarity and Understanding of the Vision of La Grande Alliance</p> <p>The proposal must demonstrate that the Consultant:</p> <p>1) Understands the approach required to gain and maintain Social Acceptability</p> <p>2) Defines how it will meet the requirements of the Mandate in this context;</p> <p>3) Prioritizes local economic spinoffs in the execution of the mandate</p> <p>Rating Guide</p> <p><i>0 point</i> - Consultant does not show understanding of the difference in approach required for La Grande Alliance.</p> <p><i>1 point</i> - Consultant understands the minimum requirements of executing projects as a part of La Grande Alliance.</p> <p><i>3 points</i> - Consultant fully understands and appreciates the unique approach of La Grande Alliance.</p> <p><i>1 additional point</i> shall be awarded to the Consultant who prioritizes local economic spinoffs in the execution of the Mandate².</p>	4		
<p>Approach and Methodology to Market Survey</p> <p>The Consultant should clearly outline their proposed approach to requirements detailed in Task 2 - Market Survey in the RFP Document.</p> <p>Rating Guide</p> <p><i>0 point</i> - Consultant has neglected several crucial factors in determining economic potential.</p> <p><i>3 points</i> - Consultant has identified the major factors influencing economic potential.</p> <p><i>7 points</i> - Consultant has identified primary and secondary factors influencing economic potential.</p>	7		

² A list of potential suppliers from the region can be supplied upon request to help the Consultant in their search for local partners.

<p>Approach and Methodology to Technical Feasibility The Consultant should clearly outline their proposed approach to requirements detailed in Task 3 - Technical Feasibility Study in the RFP Document, including the application of the highest quality control standards.</p> <p>Rating Guide <i>0 point</i> - Consultant has not accounted for the primary technical factors influencing the project. <i>4 points</i> - Consultant has accounted for the primary technical factors influencing the project. <i>8 points</i> - Consultant has accounted for the primary and secondary technical factors influencing the project.</p>	8		
<p>Approach and Methodology to Socio-Environmental Feasibility The Consultant should clearly outline their proposed approach to requirements detailed in Task 4 - Socio-Environmental Feasibility Study in the RFP Document.</p> <p>Rating Guide <i>0 point</i> - Consultant has poorly integrated facets of social and environmental feasibility in study. <i>4 points</i> - Consultant has identified and accounted for the different facets of the social-environmental feasibility study. <i>8 points</i> - Consultant has identified and accounted for all the facets of the social-environmental feasibility study and has identified engagement strategies for the stakeholders that are impacted by the project.</p>	8		
<p>Approach and Methodology to Risk Management and Mitigation Strategies The Consultant should clearly outline their proposed approach to requirements detailed in Task 5 - Contingency and Mitigation Planning in the RFP Document.</p> <p>Rating Guide <i>0 point</i> - Consultant has neglected several major risks impacting project prospects and social acceptability. <i>2 points</i> - Consultant has identified major risks and recommended standard mitigation strategies. <i>4 points</i> - Consultant has identified primary and secondary risks and outlined a holistic mitigation strategy which accounts for social acceptability.</p>	4		

<p>Approach to working with First Nation Groups and Grande Alliance Community Information Officers</p> <p>The Consultant should clearly outline their proposed approach to:</p> <ul style="list-style-type: none"> • Consulting relevant stakeholders; • Engaging relevant stakeholders; • Communication and co-ordination with GACIOs; • Integrating comments and concerns from land users and other local stakeholders <p>Rating Guide</p> <p><i>0 points</i> - Consultant has not demonstrated an understanding of the role of GACIOs or sufficiently detailed their consultation strategy.</p> <p><i>2 points</i> - Consultant has demonstrated an understanding of GACIOs and their role in the project.</p> <p><i>4 points</i> - Consultant has determined a plan that integrates the GACIOs into the project, in particular with regards to their role in consultations with the communities.</p>	4		
<p>Evaluation of Oral Presentation</p> <p>The evaluation for this section is based on the criterion outlined in Article 4.1.3 - Oral Presentations of the Request for Proposals.</p> <p>Rating Guide</p> <p>The presentations will be given a rating between 0 and 5 based on the criteria mentioned in the article.</p>	5		

S2: Competence and Experience of Consultant**Maximum Points Available: 35**

Description	Max	Score	Reference to Proposal
<p>Number of similar projects executed by firm The Proposal Submission must list different projects the Consultant has completed in the past or is currently undertaking. Similar project indicates the completion of market survey, technical feasibility and socio-economic feasibility. In instances where a project features one or two forms of feasibility study, the scoring is prorated accordingly.</p> <p>Rating Guide <i>1-2 points</i> - Consultant has previously executed one similar Mandate. <i>3-6 points</i> - Consultant has previously executed 2-3 similar Mandates. <i>7-10 points</i> - Consultant has previously executed 4+ similar Mandates.</p>	10		
<p>Appreciation of Past Project Experiences with the Consultant The Client will contact references listed in the Proposal Submission to better understand the role of the Consultant and the experience of prior clientele.</p> <p>Rating Guide <i>1 point</i> - References indicate performance of Consultant was satisfactory. <i>2 points</i> - References indicate performance of Consultant exceeded expectations.</p>	2		
<p>Qualifications and Experience of the Core Project Team The expectations for the Core Project Team are detailed in Appendix II and evaluation shall be based on those parameters. The Rating Guide below is only a reference and the Core Project Team will be scored within the range (0-16) based on the type of projects and their roles.</p> <p>Rating Guide <i>0 points</i> - Experience of Core Project Team falls short of minimum requirements. <i>8 points</i> - Experience of Core Project Team meets minimum requirements. <i>16 points</i> - Experience of Core Project Team exceeds minimum requirements.</p>	16		

<p>Qualifications and Experience of Specialists</p> <p>The expectations for Specialists are detailed in Appendix II and evaluation shall be based on those parameters. The Rating Guide below is only a reference and Specialists will be scored within the range (0-7) based on the type of projects and their roles.</p> <p>Rating Guide</p> <p><i>0 point</i> - Experience of Specialists falls short of minimum requirements.</p> <p><i>4 points</i> - Experience of Specialists meets minimum requirements.</p> <p><i>7 points</i> - Experience of Specialists exceeds minimum requirements.</p>	7		
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S3: Proposed Work and Meeting Schedules

Maximum Points Available: 5

Description	Max	Score	Reference to Proposal
<p>Proposed Timelines</p> <p>The proposal must propose and outline a schedule for the execution of the Mandate including key milestones, meetings and deliverables. This criterion evaluates the Proposal Submission on three factors:</p> <ul style="list-style-type: none"> • Conformity of proposal to the timelines of the RFP Document; • The proposal of alternative timelines with justification, wherever necessary; • Approach to scheduling and reporting progress to representatives of La Grande Alliance. <p>Rating Guide</p> <p><i>0 point</i> - Consultant is not able to meet required timelines and does not offer sufficient requirements for additional time.</p> <p><i>3 points</i> – Consultant is able to meet required timelines or is not able to meet required timelines but has suitable alternatives for deviations with justification.</p> <p><i>5 points</i> - Consultant is able to meet required timelines or is unable to meet required timelines but has suitable alternatives for deviations with justification. The Consultant proposes a detailed progress report plan that exceeds expectations.</p>	5		

S4: Effort-Hours for Project Execution and Per-Hour Pricing
Maximum Points Available: 20

Description	Max	Score	Reference to Proposal
<p>Effort-Hours for Project Execution</p> <p>The Consultant shall provide this information as per Article 3.8 - Submission Requirements of the RFP Document. The effort-hours for each task is compared against the effort-hour benchmarks pre-determined by the Client.</p> <p>Rating Guide</p> <p><i>0 points</i> - Consultant estimates deviate from Client estimates by 80% or more.</p> <p><i>1-7 points</i> - Consultant estimates deviate from Client estimates by 40%-80%.</p> <p><i>8-15 points</i> - Consultant estimates deviate from Client estimates by 0%-40%.</p> <p>Note: The Client shall use an estimate of the required time per task and sub-task for the evaluation of estimates. In instances where the effort-hours in 3 or more proposals deviates from Client estimates by 80% or more, a median of the effort hours of all consultants for the particular task will be considered.</p>	15		
<p>Per-Hour Rate</p> <p>The per-hour rate of non-engineering members of the Core Project Team and Specialists in relation to their experience is compared to standard industry rates determined by the Client.</p> <p>Rating Guide</p> <p><i>0 points</i> - Consultant estimates deviate from Client estimates by 40% or more.</p> <p><i>3 points</i> - Consultant estimates deviate from Client estimates by 20%-40%.</p> <p><i>5 points</i> - Consultant estimates deviate from Client estimates by 0%-20%.</p> <p>Note: This metric applies only to non-engineering professionals as per-hour rates of engineering professionals are based on <i>Appendix I of the Association des firmes de génie-conseil du Québec Schedule of Fees – 2020 Edition</i>.</p>	5		

Appendix IV – Guiding Documents (GD)

GD 6.1 James Bay and Northern Quebec Agreement and La Grande Alliance

The *James Bay and Northern Québec Agreement* (herein referred to as the JBNQA) was signed on November 11, 1975. It is considered to be Canada's first modern comprehensive land claim agreement. This means that it covers a wide range of topics that can potentially affect people's everyday lives, such as education, health care and justice. It also provides a clear roadmap with regards to how future economic development investments need to occur on the territory. While this has evolved over time, the Agreement remains remarkably relevant so many years later.

In the preamble to the agreement, then Minister John Ciaccia states that northern Québec will, in the future, experience "unprecedented economic development" which must be "planned and orderly... with a human dimension." Essentially, the JBNQA includes numerous safe-guards to protect both the environment as well as the Cree (and Inuit) people who continue to live and depend on the resources in which they are found, as well as on which their cultural identity is based. That said, the agreement is not meant to be paternalistic. On the contrary, the stipulations of the agreement are meant to provide a realistic choice to Cree individuals to continue the traditional way of life or to engage as equal participants in the modern economy. These opportunities are particularly elaborated in subsequent sections of the agreement:

- Section 24 states that Cree individuals have the right to harvest throughout the JBNQA territory, so long as it is (A) subject to the principle of conservation; (B) does not conflict with other physical activity or public safety (Section 24.3.5).
- Section 22 states that all future development on the territory is subject to an Environmental and Social Protection Regime that seeks to "minimize the negative impact of development upon the Native people and the wildlife resources of the Territory" (Section 22.2.2a).
- Section 28 provides for all programs and benefits to promote economic development be accessible to Crees to promote their participation in the modern economy through their own entities and associations (Sections 28.2-28.7), as well as to prioritize the hiring of Crees on the territory (Section 28.9).

The *Agreement Concerning a New Relationship between the Government of Québec and the Crees of Québec* (herein referred to as the *Paix des Braves*) is in fact a reiteration of the commitment to implementing the original commitments set forth in the JBNQA, but also includes specific provisions pertaining to the continuation of forestry (Chapter 3), hydroelectricity (Chapter 4) and mining (Chapter 5) on the territory. Most importantly, it is a Nation-to-Nation agreement that affirms the Cree right to preserve its "rich cultural heritage... and its traditional way of life in the context of growing modernization." As such, the agreement paves the way for greater autonomy of the Cree Nation, and provides for them to assume greater responsibility with regards to the economic development of the territory.

It is within these frameworks that La Grande Alliance was created. According to Grand Chief Abel Bosum, La Grande Alliance “gives genuine meaning to the nation-to-nation partnership between the Eeyou Istchee Cree and Québec provided for in the 1975 *James Bay and Northern Québec Agreement* and reaffirmed by the *Paix des Braves* in 2002.” Most notably, the project seeks to:

- Consolidate transportation infrastructure in an orderly and cost-effective manner through a railway (Phases I, II and III) and deep-sea port (Phase III).
- The electrification of certain industrial projects.
- Professional training of the local labour force.
- New protected areas to promote connectivity of wildlife habitats.

To be successful, La Grande Alliance must proceed in the spirit of the different agreements that precede it. The James Bay Cree Nation must be fully engaged in the process in a manner that not only makes the project socially acceptable as well as economically and technically feasible, but in fact seen as an investment opportunity for Cree communities and entities. Thus, the project must be tightly weaved into the existing social and economic fabric of the region.

GD 6.2 Creating Shared Value

In their ground-breaking 2011 article, “Creating Shared Value: Redefining Capitalism and the Role of the Corporation in Society” (Harvard Business Review, Jan-Feb. 2011), authors Michael E. Porter and Mark R. Kramer write about how businesses must move away from a mindset that sees *Value Creation* narrowly, “optimizing short-term financial performance,” without considering the long-term implications of their decision-making. Relatedly, companies have too often relied on *Corporate Social Responsibility* as a means of off-setting negative impacts to stakeholders through largely philanthropic expenditures. The authors propose a new model in which the act of creating value is a collective effort that must work at different temporal and spatial scales to be effective, thereby ensuring the long-term sustainability of a given business activity. The end result is not only creating economic value for the business or project but creating value for society by addressing its needs and challenges.

Creating Shared Value recognizes that there are a large number of inputs into a business model that make it effective, such as individual stakeholders, the natural environment, etc. Engaging each of these on the one hand allows companies to do business in an efficient manner, while on the other hand mobilizes resources in a way that allows stakeholders to benefit from the value that is created. The idea is not to ignore purely financial indicators, but rather to have a broader view of the value that can be created. This is the fundamental objective of La Grande Alliance.

Integrating the concept of Creating Shared Value at the Feasibility Stage of La Grande Alliance is essential, as it ensures that this idea is built in to the design of the project. Local communities, entities and other actors are not groups that not only be negatively or positively impacted, but are also potential beneficiaries, investors and users. The project seeks to not only address infrastructure deficiencies, but also to direct the economic development and environmental protection in a manner that allows both to thrive over the long-term. Thus, La Grande Alliance goes beyond creating infrastructure, but seeks to improve the overall public good on the territory.

It is expected that this understanding is omni-present in all work related to this Mandate. Understanding the different avenues through which shared value can be created can be achieved by working alongside the community and stakeholders through a structured engagement strategy. The engagement strategy must include a framework to track discussions, consider comments and concerns and integrate solutions based on a shared understanding of priorities. These issues are explored in greater detail in subsequent sections.

GD 6.3 First Nations and Development Projects

Major development projects built to exploit natural resources, such as hydroelectric dams or mines, as well as the necessary infrastructure to access these resources, have

historically been built to drive economic growth and prosperity for a country or a region, and yet have often led to further economic and social marginalization of First Nations living in close proximity. More often than not, this was because these projects ignored community concerns regarding the negative environmental effects of the project, as well as the potential social impacts. This has resulted in strong opposition from First Nations groups to these projects. However, a common misperception is that First Nations automatically oppose development projects on their lands.

“We may support Development, but not at any price!”

(Aashukan Declaration, 2017; www.aashukan.com)

First Nations can be enthusiastic partners in development projects carried out on their lands, so long as their concerns are addressed, their rights are recognized and benefits are allocated fairly. Most notably, their cultural practices continue to be strongly intertwined with the surrounding environment, such that projects on their lands must minimize as much as possible the long-term impacts they may create. Furthermore, they are often unwilling to support a project that risks undermining their cultural practices and heritage. Put plainly, First Nations are generally more willing to get behind projects that embrace the principles of sustainable development.

This vision was reiterated in the Aashukan Declaration, the culmination of a two-day exchange, held in 2017 in Waskaganish, Qc, involving First Nations from North & South America, Europe, Africa, Asia and Australia. The declaration is, in essence, a roadmap showing the fundamental principles that must underlie development projects for them to be successful on First Nations lands. This roadmap is based on the following principles:

- Respecting First Nation Rights – Project discussions must be initiated on the foundation of First Nation rights, which include territorial rights, the right to self-determination as well as to free, prior and informed consent (FPIC).
- Developing Relationships – Projects must be seen as partnerships. The relationship must have integrity and be based on humility, respect, reciprocity, community empowerment, sharing, mutual learning, and sustained and long-term engagement. This also includes respecting timelines which are based on community values, processes and social organization.
- Making Decisions Transparently – Projects must have clear processes and communication, be inclusive and founded on the worldview of First Nations that are impacted.
- Focusing on Multi-Faceted Outcomes – Projects must be oriented towards mutual benefits, prevention of harm, and enhancement of the well-being of First Nation peoples.

Today, in the Canadian context, numerous First Nations organizations offer guidance on how to engage First Nation communities in projects, with a goal of making them more socially acceptable. These include The First Nations Major Projects Coalition, First Nations Infrastructure Institute, and Canadian Council for Aboriginal Business who have publications on their website, some of which are endorsed by the Impact Assessment Agency of Canada.

GD 6.4 Meaningful Participation and Consultation

La Grande Alliance is built upon the premise of meaningful participation of the local population, and is expected to apply the highest possible standards towards consultation of the Cree First Nation directly affected by the project.

Consultation is the process by which information regarding a project is presented to one or several groups of stakeholders and a space is created for the latter to voice their comments or concerns, which are then considered by the proponent and efforts are made to address them in good faith. It is a means to achieving a goal of meaningful participation of stakeholders in all aspects of the project design, and not a goal in itself. According to a 2018 Federal Court of Appeals ruling (*Tsleil-Waututh Nation v. Canada, FCA 153*), proper consultation with First Nations must involve “responsive, considered and meaningful” two-way dialogue with stakeholders (see Figure 1 below).

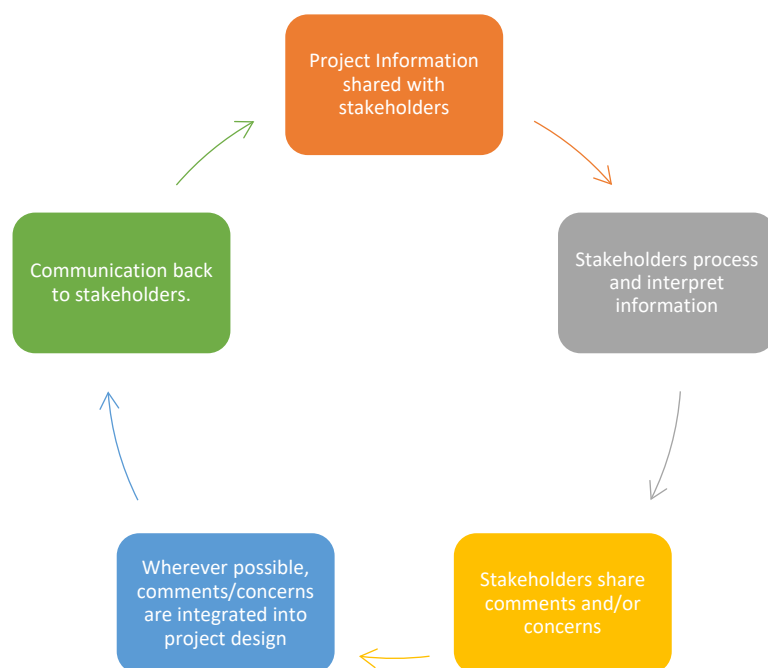


Figure: Basic consultation process. Note that this process cycle is meant to repeat itself several times over the course of the Feasibility Study.

In the context of a Feasibility Study, consultations must take into consideration the following:

- Information gathered as part of a Feasibility Study is preliminary in nature.
- The body of knowledge regarding the project grows over the course of the study.
- Communities will have their own knowledge that could contribute to the better understanding of the project and its potential impacts.
- Communities often have good ideas that can lead to practical solutions to resolving issues, but this often depends on establishing meaningful dialogue, having good information and developing trust.

It is with this in mind that within the context of this Mandate, Grand Alliance Community Information Officers (GACIOs) will be created. These groups will be composed of representatives from each of the nine Cree communities. A regional Cree Nation Government coordinator will also be appointed to ensure coordination as well as the inclusion of the remaining Cree and non-Cree communities in consultations when this may be necessary. Consultants will be expected to appoint a Consultant Liaison Officer who is expected to work closely in committee with the rest of the GACIOs to achieve their Mandate.

The Mandate of the GACIO Committee will be as follows:

- To assist community representatives in coordinating consultation sessions with community members and other stakeholders.
- To provide any relevant and up-to-date information regarding the project gathered as part of the Feasibility Study.
- To take note of all comments and concerns raised during consultation sessions in a formal centralized record.
- To ensure the translation of all comments and concerns raised in Cree (into English and French).
- To accompany local representatives in outings with Cree land users directly impacted by the project.
- To identify specific areas of investigation to further understand potential concerns by Cree land users with regards to the project.
- To keep a record of any modifications to the specifications to the project based on comments, concerns or recommendations from community members and other stakeholders.

In the spirit of meaningful participation, the Consultant will be held responsible for maintaining an updated record of all information gathered during consultation sessions as well as all potential modifications and/or other recommendations pertaining to the overall design of the project based on consultations. Furthermore, in the case of issues that cannot be resolved in the design of the project, adequate mitigation, remediation or off-setting measures must be proposed and recorded (see [Task 5](#) and [GD 9.2](#) on this topic).

It is important to understand that while the Feasibility Study is the first of many steps before a given project may actually be executed, the approach proposed here is meant to build a high level of certainty into the project from the Social Acceptability perspective. It is understood that projects may be modified over time in light of new information that affects its overall feasibility, by engaging the local population as early as possible, they will be sufficiently familiar with the engagement process to work through these issues with the project proponent over time.

GD 6.5 Grande Alliance Community Information Officers (GACIOs)

Drawing on the fundamental importance of consultation of Cree communities as part of the Mandate of La Grande Alliance, and in order to centralize the collection of information, Grande Alliance Community Information Officers (GACIOs) have been created in each of the nine Cree communities. The GACIOs will work closely with the Consultant Liaison Officer, either individually or in committee depending on the scope and issue at hand.

The GACIOs will assist the Consultant in integrating technical and scientific data, gathered from past studies or else collected directly by the Consultant with Cree Traditional Ecological Knowledge (Cree TEK). Numerous definitions exist for Cree TEK, which generally refer to a library of information and practices amassed over generations by Crees with respect to their environment and its resources.

This knowledge is generally transmitted orally and therefore not recorded in written media, although in recent years many communities and regional entities have undertaken numerous efforts to document these, in particular from elders who are aging quickly. Cree TEK will be invaluable in assessing, interpreting and, ultimately, determining the feasibility of the directives of La Grande Alliance's vision of sustainable development.

The GACIOs will be directly managed by the Client, via agreements with each individual Cree Nation who will host these offices. The Consultant is required to engage regularly with the GACIOs to present the outcome of preliminary studies, to investigate concerns raised by community members in consultation sessions and to support the local representatives in carrying out their responsibilities. The Consultant will be responsible for ensuring that the work of the GACIOs is well aligned with both the Mandate defined in the RFP Document as well as with the concerns identified by community-members during consultations.

The GACIOs for Phase I will be most active in the communities primarily impacted by this initial phase of La Grande Alliance, namely Nemaska, Waskaganish and Waswanipi. However, the other community GACIOs are expected to get on board over the course of 2021.

The Consultant is expected to designate a Liaison Officer with sufficient direct experience to work directly with the GACIOs. This job is considered to be a full-time position during the Mandate. The Consultant Liaison Officer will initially interface with the Client representative to begin the Mandate and will gradually evolve into direct contact with the GACIOs as the Mandate evolves. The Consultant is also responsible for ensuring that the all aspects of the Feasibility Study integrate all relevant comments, concerns and aspirations for the Cree communities collected via the GACIOs.

GD 6.6 Framework for Consultation with Local Population

The procedures outlined in this document provide a basic framework for working alongside the Grande Alliance Community Information Officers (GACIO). It describes the minimum expectations in the engagement process and it is expected that the Consultant builds on this framework in the spirit of La Grande Alliance.

All information submitted by the Consultant will be ratified by the GACIOs who will also determine if issues in specific topics of interest require further consultation. To ensure that the number of engagements with different groups of stakeholders is minimal but sufficient, consultation will happen at three levels:

GACIO Committee – At the first level, the GACIOs themselves, either individually or in committee with their peers from other communities, are able to identify potential issues and recommend alternatives.

Cree Land Users – If GACIOs determine that an issue requires further direct consultation, it will be first be with land users whose activities – such as hunting, fishing, and trapping – are impacted.

Community – At the final level, the whole community is consulted through public meetings for specific issues.

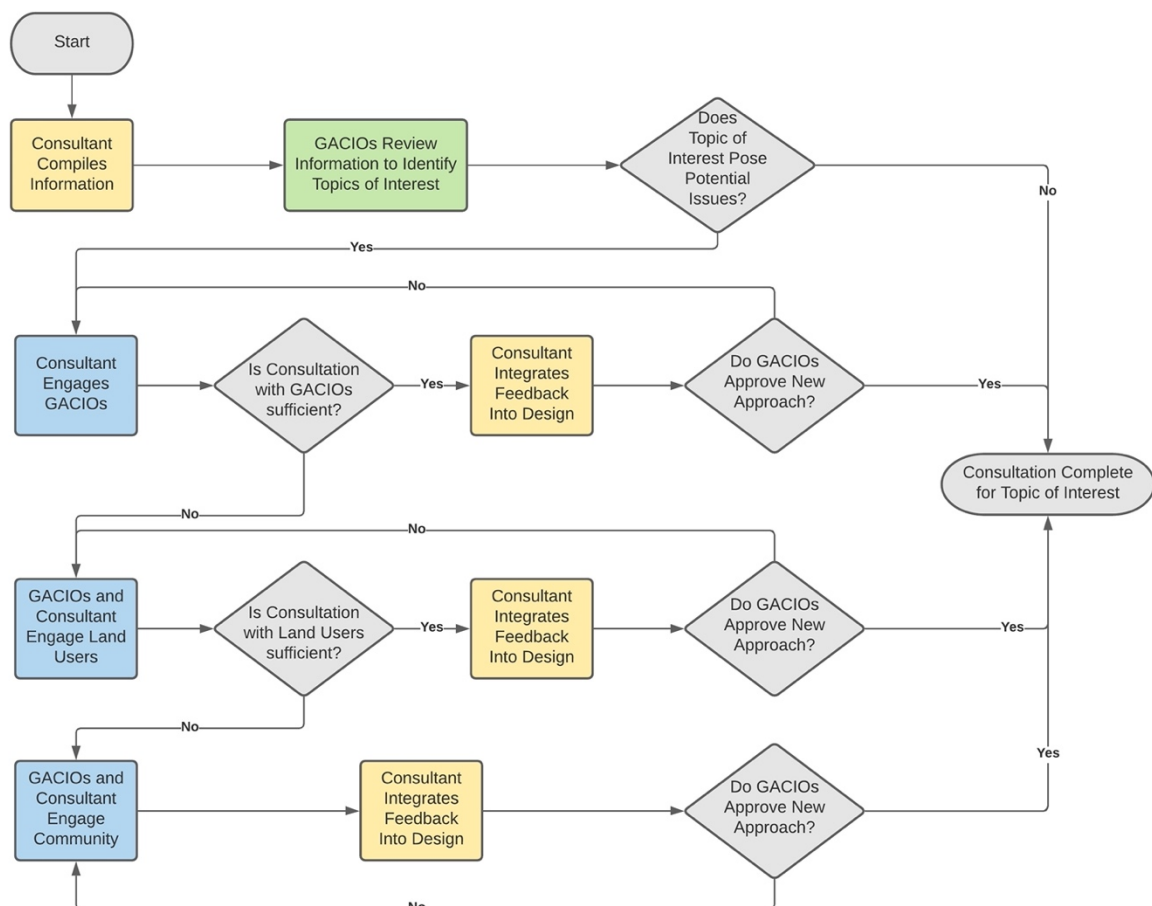


Figure 1: Sample Workflow for Consultation

It is essential that the GACIOs are given thorough and accurate information to enable an efficient consultation process. The GACIOs must also be given sufficient notice depending on the complexity of the topic of interest. The suggested notice period is one week or the time indicated by the GACIOs, whichever is shorter. No further action is required if the GACIOs determine that a topic of interest does not require further consultation. However, the GACIOs may decide at a later point that consultation may be required for areas that previously did not require it based on new information gathered over the course of the feasibility study.

The Consultant must integrate the proposed solutions into the overall design of the project or work with the GACIOs to identify suitable alternatives which may involve multiple rounds of negotiation. The GACIOs have the final authority in determining whether a proposed solution is adequate.

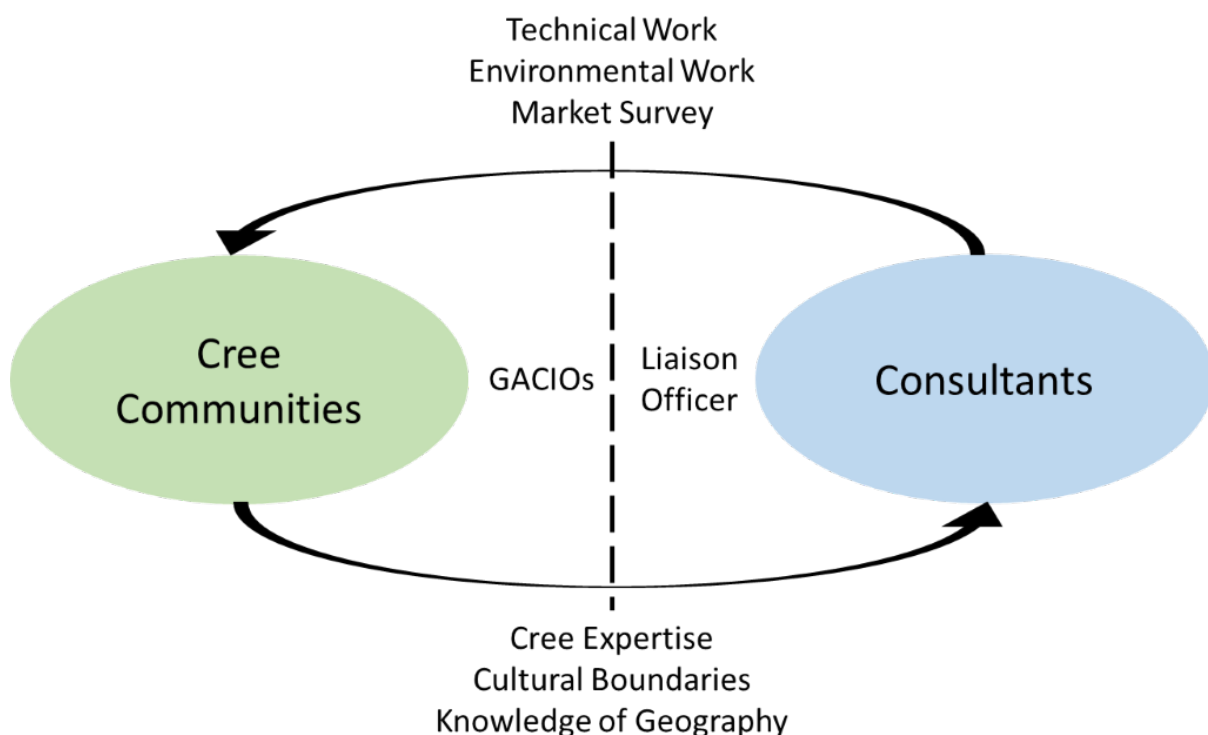


Figure 2: Consultation Process Visualized

The consultation process is expected to be iterative with the Consultant and GACIOs working together to determine the avenues for sustainable development. The Consultant must maintain a detailed log of all interactions with different stakeholders including all iterations of the solutions at all levels of consultation.

The following questions may be used as reference to ensure the concerns and options are effectively captured.

- What specifically is the concern?

- Where specifically is the concern located geographically in relation to the activity?
- How are the rights of the communities as defined by the JBNQA impacted by the activity?
- What is the significance of the concern?
- What are the CNG/CDC/land users/community's proposal(s) to effectively address the concern?

GD 7.1 Cree Communities as Priority Users and the Role of the Economic Development Officer

La Grande Alliance is a unique opportunity to show how First Nations, governments and private companies can work together to develop society through sustainable and ordered exploitation of natural resources. The proposed infrastructure will facilitate the movement of critical and strategic minerals to international markets while making the region more attractive to future development, in a manner that minimizes the negative impacts on the local population as well as the resources upon which their own culture depends. The ultimate goal is to give the Crees a greater role in decision-making related to development on their territory, as was the original intention of the James Bay and Northern Québec Agreement (JBNQA). In light of this, the project must be accountable to, and developed in concert with, community economic needs, priorities and long-term development objectives. It therefore goes without saying that they need to be fully involved in the Feasibility examination process. In addition, Cree communities and entities could be potential owners and/or operators of the completed infrastructure. For these reasons, Crees must play a major role in the Market Survey.

Over the last 30 years, the population of the Cree communities has effectively doubled. It is predicted to double again over the next 30 years³. The relatively young population must be able to take full advantage of the opportunities presented through La Grande Alliance⁴.

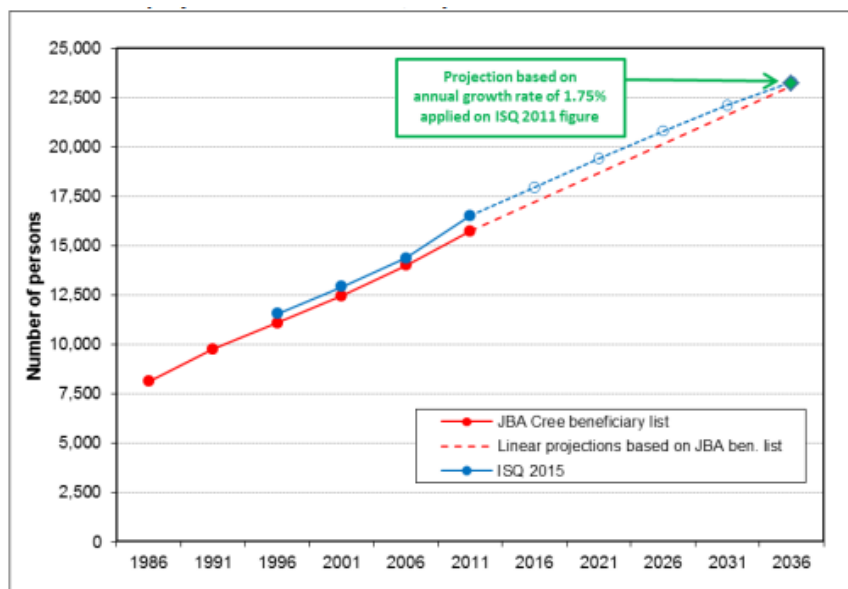


Figure 2: JBNQA Cree Beneficiary List population and ISQ population estimates and projections, Eeyou Istchee

³ Source – MSSS, JBNQA Cree Beneficiary List, ISQ population estimates and projections

⁴ Source – MSSS, ISQ population estimates and projections

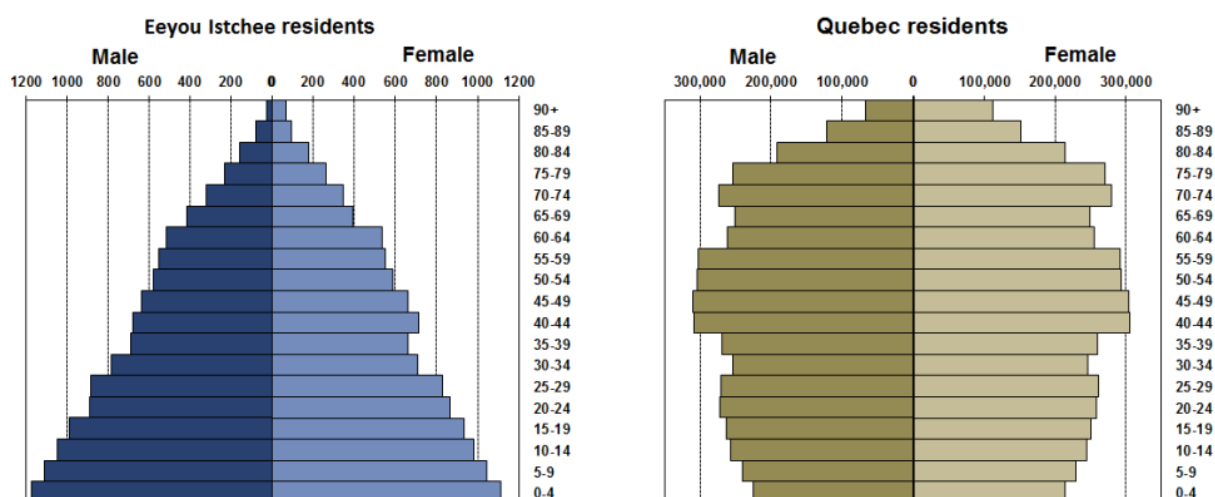


Figure 3: Projected population age pyramid by sex, Eeyou Istchee and Quebec, based on 2011 census

The current economic and entrepreneurial support system on the territory consists of various bodies at the local and regional level. Many of these organizations stem from the JBNQA, or other agreements signed since, with the stated objective of implementing national programs within the region in a manner that is consistent with the Cree institutional framework. In addition, there are regional chapters of national organizations, as well as Inter-Nation Aboriginal organizations⁵. Needless to say, the regional dynamic is unique and therefore requires specific efforts to understand properly.

⁵ Source – Niska, Profile of the Entrepreneurial Support in Eeyou Istchee

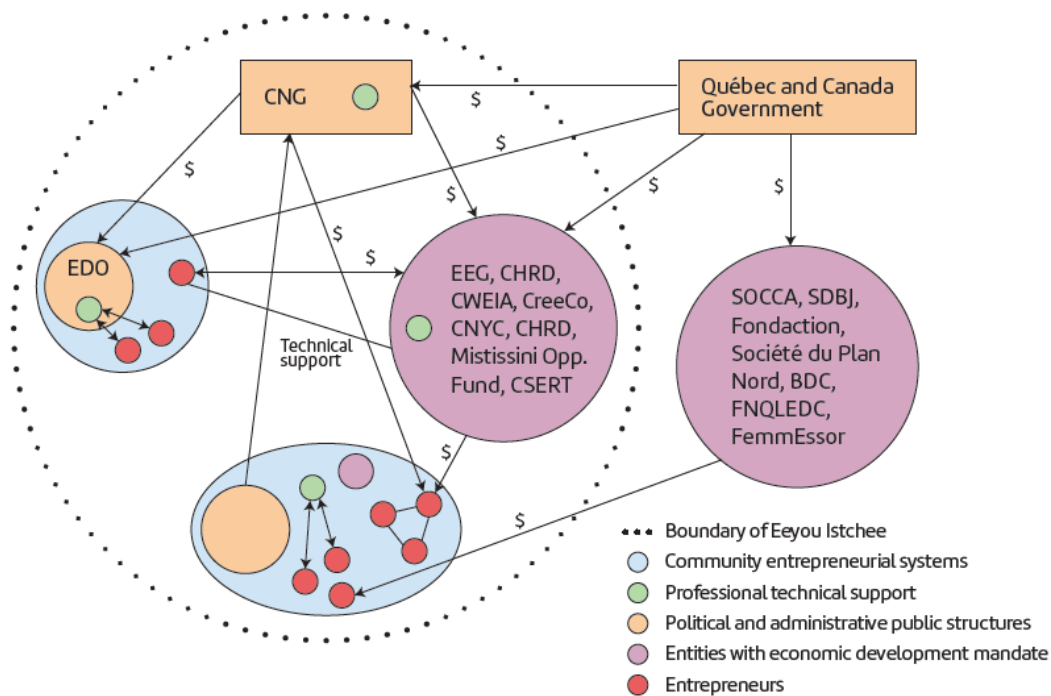


Figure 4: Entrepreneurial Support System in Eeyou Istchee

Each community has one or several departments in charge of economic development. The Economic Development Officer (EDO) is usually the first point of contact in this department, the size of which will vary from one community to another. The specific role of the EDO may also vary from one community to another, but tend to share the following characteristics:

Economic Development:

- Attracting new business to the community and facilitating economic growth of the community;
- Encouraging business retention and expansion within the community;
- Developing a strong business environment that promotes a community's advantages and ensures that economic development information is available to all interested parties;
- Maintaining basic information such as demographic and market research material at the local level, as well as at regional and national levels.

Business Development:

- Identifying opportunities for local entrepreneurs, business development and economic growth;
- Developing relationships with potential investors and developers;
- Providing support to proposals related to local business development and expansion.

Partnerships and Liaison:

- Building networks with stakeholders at local, regional, and national levels

- Building networks with other government organizations, First Nations communities, and community and business groups

The knowledge of the EDOs is indispensable in identifying the economic impact of projects in the region on local communities. For this reason, the EDOs will play an integral part in the economic consultation study group created for the Grande Alliance.

GD 8.1 Social Acceptability Risk

Social Acceptability has many definitions but can be broadly defined as the process of dialogue between citizens, proponents, and elected officials which leads to the construction of a project's acceptability amongst local actors. Achieving social acceptability allows a company to procure a "Social License to Operate," an informal permission for a project to proceed within a reasonable and predictable timeframe. As such, Social Acceptability is crucial to assuring project certainty.

The Social Acceptability process is carried out through exchanges between stakeholders who assess a range of options regarding a potential project, including its possible rejection⁶. Social Acceptability requires cultivating relationships between proponents and stakeholders and building trust to allow the latter to better assess the risks involved with going ahead with a project. The term has risen to prominence primarily in the mining industry as a result of overwhelming popular opposition throughout the world to new projects, and the ensuing uncertainty this can create. Indeed, Ernst & Young Canada, in their annual assessment of mining⁷, have consistently identified Social Acceptability related issues as the number one risk to the industry.

In the region covered by the James Bay and Northern Québec Agreement (JBNQA), it can be argued that acquiring the Social License to Operate is as important as all other regulatory requirements.

In 2016, the Québec Ministère de l'énergie et des ressources naturelles (MERN) published detailed guidelines in the area of social acceptability with the stated goals of:

- allowing proponents to work within a predictable, profitable context with authorization processes that are both transparent and efficient;
- fostering dialogue between proponents and local communities;
- fostering informed participation by local actors in the territorial planning process and in the preparation and monitoring of projects.

The following characteristics can be drawn from these guidelines⁸:

- Participation in decision-making - Local actors must be provided an opportunity to take part in the decision-making process for projects that may affect their quality of life or living environment.
- Trust in the proponents and institutions - The Social Acceptability of a project can be compromised if the general public does not trust the proponent or decision-making authorities.
- The social, economic, territorial and geographic contexts - The collection of information on various background topics, including the cultural, demographic, historical and governance context, leads to a more detailed understanding of the

⁶ <https://www.lapresse.ca/debats/opinions/2020-08-29/veto-autochtone-recentrer-le-debat-autour-de-l-acceptabilite-sociale.php>

⁷ https://www.ey.com/en_ca/mining-metals/10-business-risks-facing-mining-and-metals

⁸ Source: MERN, adapted from Yelle (2013) and Stankey and Shindler (2006)

community targeted by the project and a better assessment of the issues that may emerge.

- Local knowledge - Local expertise and knowledge improve projects and help the community take ownership of it.
- Values, beliefs and expectations - Social acceptability depends on the public's perception of what the site will become once the project is implemented. This perception is influenced, in particular, by the community's values, beliefs and expectations.
- Real or perceived risks, uncertainty - Each player will have a different assessment of the perceived risks, actual risks and uncertainties. It is to the proponent's advantage to be as transparent as possible about the risks generated by the project.
- Impact on the living environment and the environment - The project's direct, indirect and cumulative impacts, as well as the mitigation and compensation measures proposed by the promoter, will also influence its social acceptability.
- Benefits and repercussions for local communities - It is important to let people know about the positive and negative economic impacts over the short and long term. Projects that ensure a fair sharing of advantages and disadvantages, and that help structure the community concerned, are often received more favourably.

Of primary importance in gaining social acceptability is the active participation of local actors in the decision-making process which can be at three levels:

- Information - Provides citizens with the input they need to take part in the decision-making process. Information is a prerequisite for enlightened public participation.
- Consultation - Allows interested parties to express their ideas, expectations and concerns about the project, and allows the promoter to better understand the issues raised by the project.
- Active Participation - Promotes discussions between key players (local actors and the promoter) in a process of joint project construction and problem-solving.

Lastly, it is important to note that unlike regulatory compliance which has specific requirements, Social Acceptability is highly dynamic and can change over time. It is up to the proponent to adequately evaluate how this situation evolves over time and adapt according to community concerns as they arise. Furthermore, and most importantly, the earlier a relationship is established between a project, the proponent and the community, the more complex the links become over time, allowing for a greater resilience in the face of ever evolving conditions. It is within this context that the approach favoured by La Grande Alliance has been developed, to allow the impacted communities to engage with the project at the earliest possible moment. Needless to say, minimizing Social Acceptability Risk is a major priority of this project.

The Grande Alliance Community Information Officers (GACIOs) will play a major role in addressing Social Acceptability risk. That said, the success of the engagement process depends entirely on how effectively communications are handled throughout the Feasibility Study process. It is therefore recommended that different media strategies are employed to

communicate messages to stakeholders. A non-exhaustive list of communication mediums is listed below⁹:

Information

Method	Description
Information session	A meeting, moderated by a Consultant or by the promoter, to explain the project and its components. All parties interested in or concerned by the project are invited to attend. These meetings encourage transparency and social interactions.
Local information office	Permanently-staffed office to provide members of the public with information on the project and answer their questions; it is also a place where citizens can submit comments on the project
Press release	Short document forwarded to journalists to provide information on a project, event or news item
Local or regional radio	Interviews on local radio to provide information and to respond to questions
Short videos	Accessible information provided with visuals and/or easy to understand graphics to communicate aspects of the project in Cree.
Brochure	Information document containing one or two page on information on the project
Website	Website containing information about the project; it may be a corporate website or a website dedicated to the project
Newsletter	Information document containing news about the project, mailed or forwarded electronically to interested parties on a regular basis

Consultation

Method	Description
Discussion group	Small group, generally with 5 to 10 participants, led by a moderator with the task of answering pre-determined questions about the project
Online discussion forum	Website where various parties can discuss the project. A discussion forum may contain several threads on specific topics
Targeted consultation	Consultation of individuals, groups, enterprises or organizations, selected on the basis of their interest, experience, involvement or role in the community
Public consultation	Consultation open to all, to gauge their opinion on a specific topic
Expert committee	Group of experts from various fields, brought together to draft an opinion on a specific aspect of the project
Thematic workshop	Workshop to study or explore a theme or new problem in depth, or to gather and pool specific skills in order to issue an opinion or recommendation
Kitchen meeting	Discussion by a small group of a topic connected with the project, in an informal environment such as a participant's kitchen or a community hall

⁹ Source - MERN

Active Participation

Method	Description
Participatory workshop	Informal workshop for a small number of participants (around fifteen), who take part in a structured discussion led by a moderator. The workshop may also take the form of a forum in which a series of presentations about the project, or issue, is followed by discussions in small groups.
Monitoring committee	A concertation body bringing together the promoter and local actors concerned or interested in a project in order to reach consensus solutions on issues defined by the community.
Focus Groups	Simultaneous discussions in small groups about topics connected with the project; each group moves on to a new topic after a fixed period of time (for example, 20 minutes); at the end of the meeting the proposals made are presented and discussed at a plenary session.
Integrated resource management panel	<p>Panel set up when the project planning phase begins to ensure that all the interests and concerns of the individuals and organizations affected by the project are taken into account, in order to harmonize land uses on a joint basis. The panel includes the proponent and all actors in the host community, whether representing a public or private interest. Example: Local Integrated Land and Resource Management Panels set up by the Ministère des Forêts, de la Faune et des Parcs.</p> <p>Note that this type of forum will not likely be used at the Feasibility Phase but may be relevant in future Phases. The Consultant should consider this in discussions with stakeholders as well as in the formulation of recommendations as part of the Study.</p>

GD 9.2 Land Use Conflicts

Conflicts between potential projects and Cree traditional land use are not uncommon, and so are anticipated to come up from time to time. It is expected that, within this Mandate, the Consultant should take a pro-active role in identifying and attempting to address such conflicts so as to avoid them escalating to problematic levels. To do so, consultants should continue to engage actively with the GACIOs and the Client to identify potential solutions. Furthermore, the land users in question should also be engaged and invited to recommend their own solutions to the problem.

In general, solutions should be along the spectrum between avoidance and off-setting, depending on the issue at hand. These are further explained in the table below

Type of solution	Description	Example
Impact Avoidance	The solution avoids areas that may cause conflict.	Designing the project in such a way to avoid particularly sensitive areas.
Impact Mitigation	The solution lessens the impact through measures that permit co-existence.	Designing the project in such a way that protocols are implemented near sensitive areas.
Impact off-setting	The only viable solution is to provide the means to practice land use elsewhere.	Locating alternative areas for land use to be carried out away from the project area.

Depending on the issue at hand, the Consultant may need to introduce a dispute resolution system by which Cree entities themselves assist in mediating a solution between the parties. In such cases, the Consultant is expected to provide all relevant documentation exploring **both sides** of the issue, with a goal of finding a mutually beneficial solution.

Wherever necessary, all off-set measures must receive prior approval by the Client. These measures will be implemented in close collaboration with the respective community, via the GACIOs, and the land users themselves. **Under no circumstances will direct compensation payments be made to land users.**

GD 9.3 Archaeology and Cultural Heritage

General approach

As part of the EM-1 and EM-1A hydroelectric projects, an Archaeology and Cultural Heritage Program was set up to promote local participation in this work in the areas impacted by the project. Methods were developed in close collaboration with local communities, impacted land users and elders. Work was done almost entirely by local teams, with support and coordination from the Cree Nation Government archaeology team. The project is an example of how archaeology can be an effective means to help communities understand and reconcile the impacts of development projects while collectively learning about and valuing their cultural heritage. This approach was described in detail in a recent article (Denton and Izaguirre 2018).

La Grande Alliance seeks to adapt this model to the archaeology work carried out for this project, beginning as early as the feasibility phase, with the Consultant responsible for coordinating work and communicating results back to the CDC. Communities must have the opportunity for identifying sites of interest as well as developing methodologies to assess these sites in a manner that is consistent with their cultural values and practices, which the Consultant will then implement as part of the archaeology study approach.

The Grande Alliance Community Information Officers (GACIOs) will play an important role in assisting in the coordination of this engagement work, and so is expected to be the initial point of contact in the planning. Furthermore, most Cree communities have Cultural Departments, which should also be informed of this work and be invited to participate.

The legal obligations with respect to the role of archaeology at the impact assessment and mitigation stage are relatively clear and well-defined. However, this project seeks to go beyond these obligations and rather to view archaeology within a broader Cree cultural heritage framework, the starting point for which will be Cree knowledge of the land, Cree historical knowledge and knowledge of practices of traditional harvesting and travel. Sites or locations identified in this study will include places with cultural, historical or spiritual significance (including burial sites), that may otherwise have minimal archaeological significance.

Because of the potential for the Grande Alliance to open up the territory for future development, it will be important at the early stages to have baseline information from a relatively broad corridor on either side of the proposed railway line, so as to avoid any issues related to Social Acceptability in the foreseeable future. This is especially important given the minimal information available regarding existing archaeological and cultural heritage in these areas. The application of a relatively broad geographic approach will be important in assessing the relative significance of places in the context of the project impact assessment. Finally, compiling cultural heritage knowledge from a relatively broad corridor will vastly increase community options for using significant places and related information for either community or visitor educational experiences.

Sources of Information

The study will compile, analyze and synthesize relevant information from a wide variety of sources, including, but not limited to:

- *Historical information:* Including published unpublished documentary sources, such as historic maps, Hudson's Bay Company post journals, early anthropological studies, visitor's accounts, etc.
- *Toponymy:* Cree place names reflect Cree perspectives relating to the land, and often encode information on past land-use and travel or reference narratives about the past. In consultation with Cree Nation Government toponymist, John Bishop, the study will compile and examine possible significance for archaeology of available Cree place names from the study corridor.
- *Archaeological information:* The study will map and summarize existing knowledge concerning archaeological sites listed in the *Inventaire des sites archéologique du Québec* (ISAQ). It will summarize previous archaeological work, including archaeological potential¹⁰ and field studies, and will outline current archaeological interpretations for southern Eeyou Istchee.
- *Previous land-use information:* The study will consider available information from past land-use studies, including those carried out by the Cree Nation Government and Hydro-Québec¹¹. To this end, coordination should be maximized with the people and organizations involved with Article 9.2 - "Cree Land Use".
- *Paleo-environmental information:* The study will compile and summarize available paleo-environmental information concerning the study corridor and will examine possible implications for ancient human occupation.
- *Geological information:* The study will compile geological information that could assist in the identification of former sources of lithic raw materials for the manufacture of tools or red ochre for paint.
- *Remote sensing information:* The study will use available remote sensing information, including Lidar data and satellite imagery (collected as part of the Technical Feasibility Study) to identify areas of potential archaeological interest within the study corridor.
- *Interviews with Cree elders and land-users:* Detailed interviews will be carried out with Cree elders and land-users knowledgeable of the area of the study corridor. The interviews will be coordinated through the GACIO of each of the implicated communities

¹⁰ Including that prepared by the SEBJ for the NBR project.

in order to harmonize work between related studies in order to reduce duplication. The objective of this work will be to engage members of the communities in the process of identifying historic places, heritage sites or places of cultural or spiritual significance within the study corridor, and at the same time, to identify zones of potential archaeological interest from their perspective. Land users should also be invited to comment on the methods employed to identify high potential sites.

The process of identifying historic or heritage sites and zones of potential archaeological interest will involve identification and mapping of various types of information, including, but not limited to:

- A. Principal travel routes, including those used for crossing between the Nottaway River and Broadback River drainage basins.
- B. Old camp sites.
- C. Traditional harvesting locations, for example, fishing places associated with spawning grounds.
- D. Other localized resource acquisition areas used in the past (for example, birch bark, red ochre).
- E. Places associated with stories or traditional narratives.
- F. Burial sites.
- G. Place names and any additional information on names that appear relevant for understanding past land-use or events.
- H. Historic land-use patterns identified from previous studies and background research.
- I. Validate and, where appropriate, seek additional information concerning background information previously collected.

Preliminary field visit / reconnaissance

Preliminary field visits and archaeological "reconnaissance"¹² work will be carried out within a sample of zones within the wide corridor. Intensity of sampling and zones to visit will be determined in collaboration with the GACIOs. These visits will be carried out in the company of knowledgeable Cree land-users and will have the following objectives:

- *In situ* documentation of historical and cultural heritage information in collaboration with Cree land-users.
- On-the-ground validation of criteria for assessing archaeological potential.

- Archaeological testing a sample of high potential zones.

Again, the scope of this work will be determined in collaboration with the GACIOs. The preliminary field visits are deemed essential given the almost total lack of existing archaeological information from the study zone. As well, it is clear that higher quality and more detailed historical and cultural information can best be collected *in situ*.

References

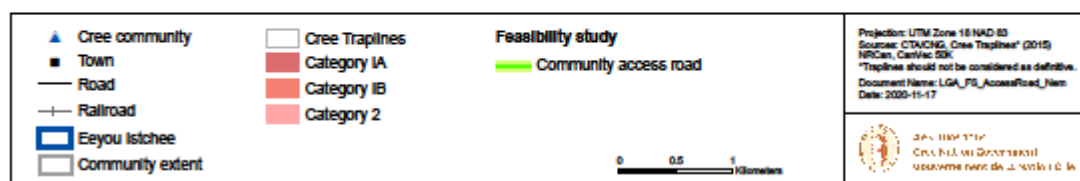
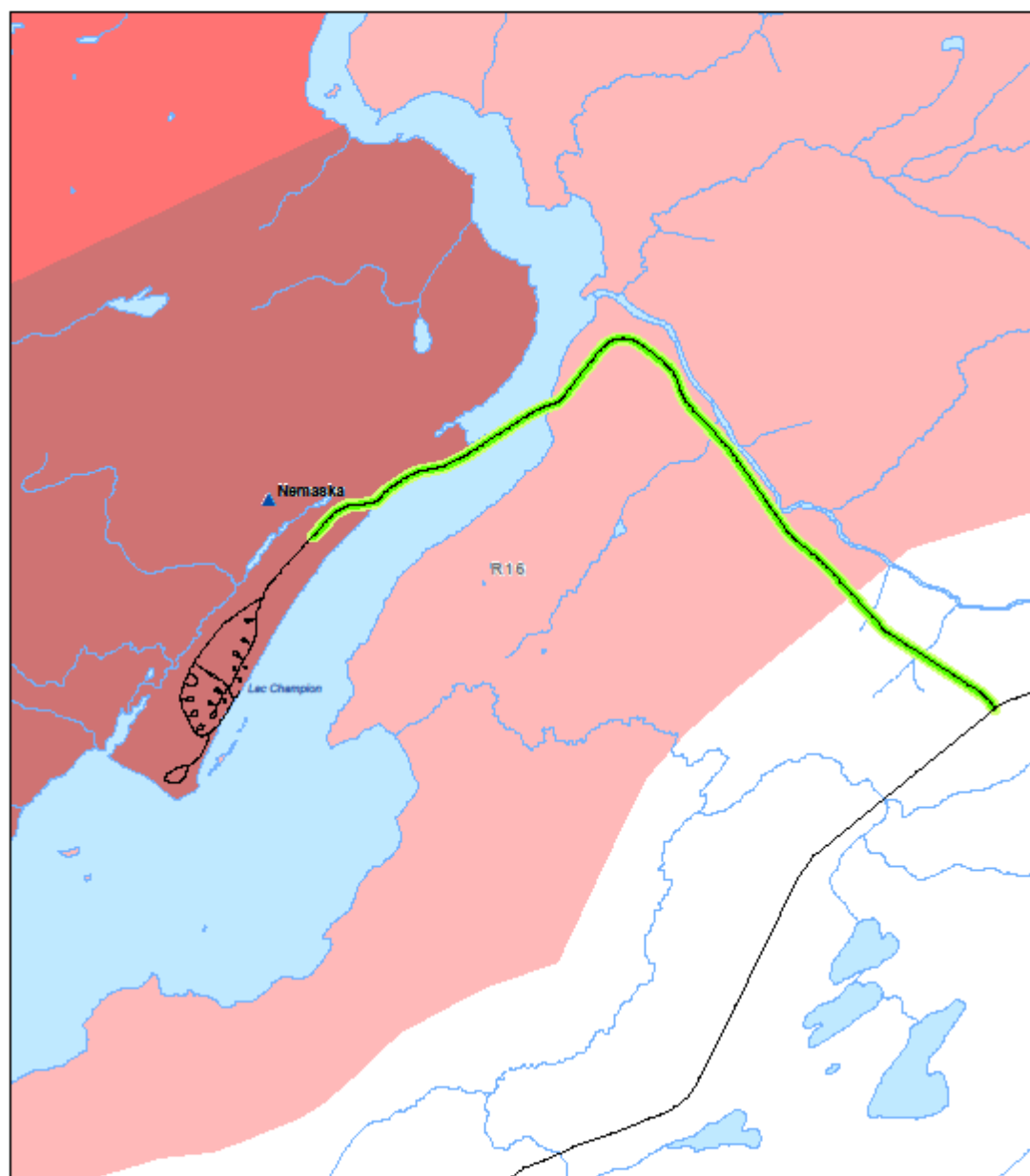
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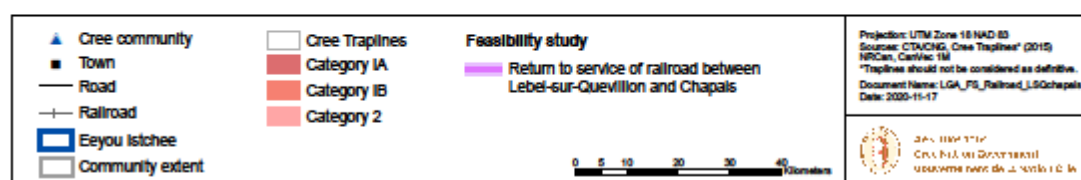
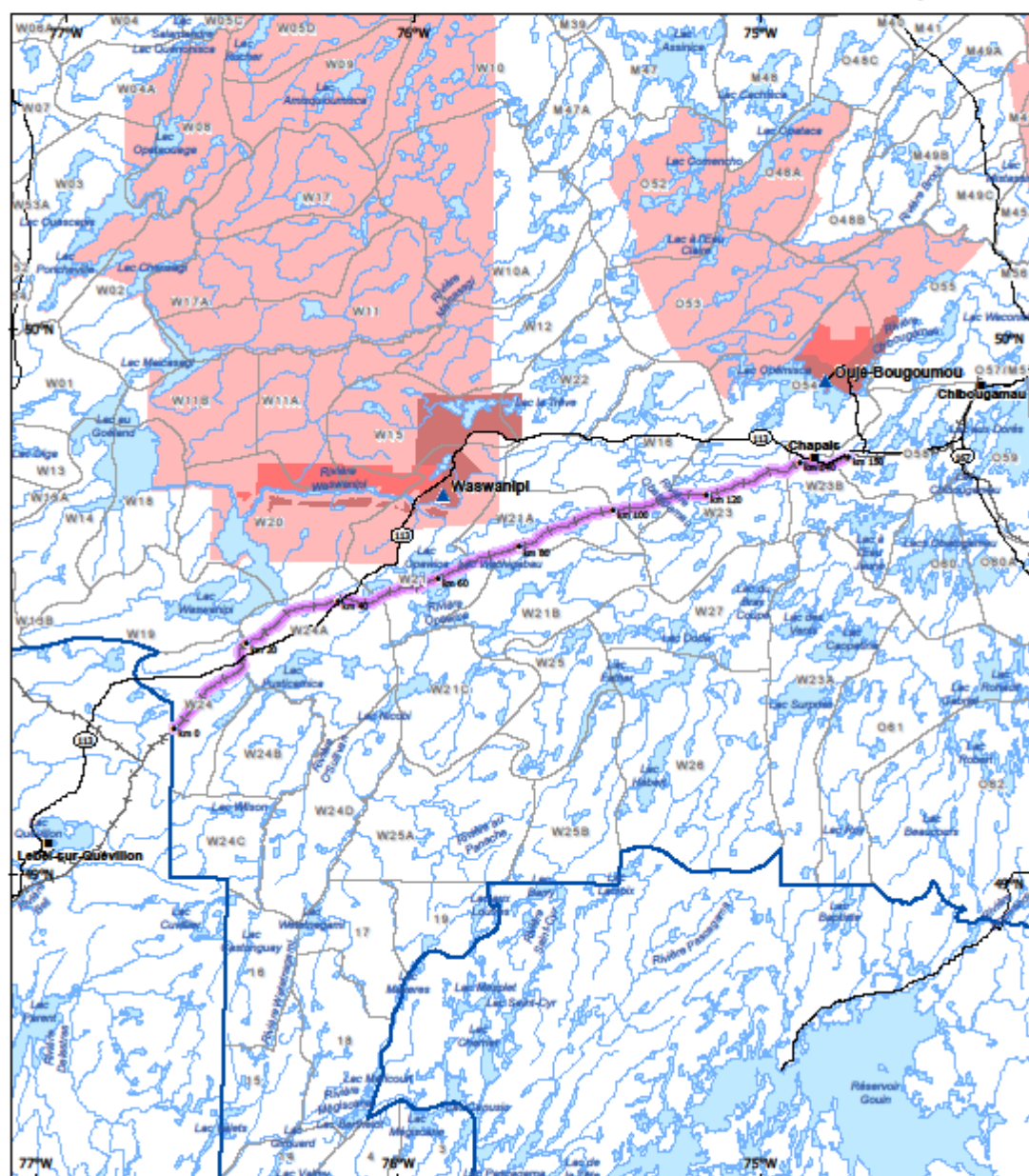
La Grande Alliance - Phase 1 Feasibility Study
Community Access Road - Coastal



La Grande Alliance - Phase 1 Feasibility Study Community Access Road - Nemaska



La Grande Alliance - Phase 1 Feasibility Study Return to Service of Railroad between Lebel-sur-Quévillon and Chapais



La Grande Alliance - Phase 1 Feasibility Study
New Railroad from Matagami to km 257 on Billy-Diamond Highway



Appendix VI – List of Relevant Companies and Entities for Market Survey

Note that this list is not exhaustive.

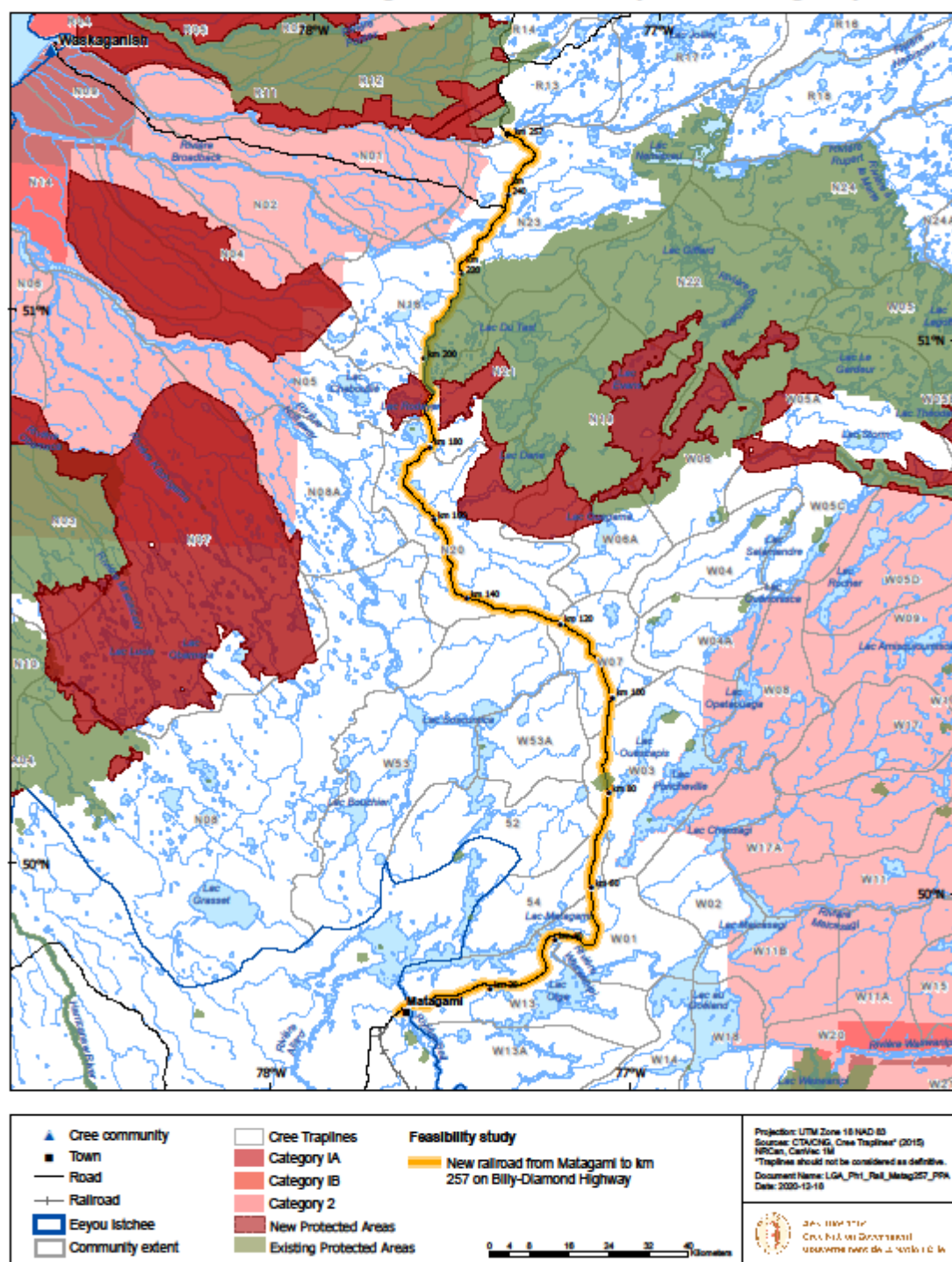
Sector	Organization
Mining	
	Nemaska Lithium Newmont Mine Fenelon Ministère de l'énergie et des ressources naturelles
Advanced Mineral Exploration	
	Galaxy Lithium Critical Elements
Community	
	Cree Nation of Waskaganish Cree Nation of Eastmain Cree Nation of Wemindji Cree Nation of Chisasibi Cree Nation of Nemaska Cree Nation of Mistissini Ouje Bougoumou Cree Nation Cree First Nation of Waswanipi
Local Economic Development	
	Siibii Development Corporation (Waskaganish) Stajune (Eastmain) Tawich (Wemindji) Eskan (Mistissini) Economic Development Agent - Matagami Economic Development Agent - Lebel-sur-Quévillon Economic Development Agent - Chapais Economic Development Agent - Chibougamau
Community-owned enterprise	
	Pavage Wemindji Vieux Comptoir Construction (Wemindji) Mishtuk Corporation (Waswanipi) Nabatatuk Inc. (Waswanipi)
Regional company	
	Cree Construction and Development Company (CCDC) Air Creebec Kepa Transport

	Hélicoptères Whapchiwem Hydro-Québec
Forestry	
	Chantiers Chibougamau Barrette Chapais

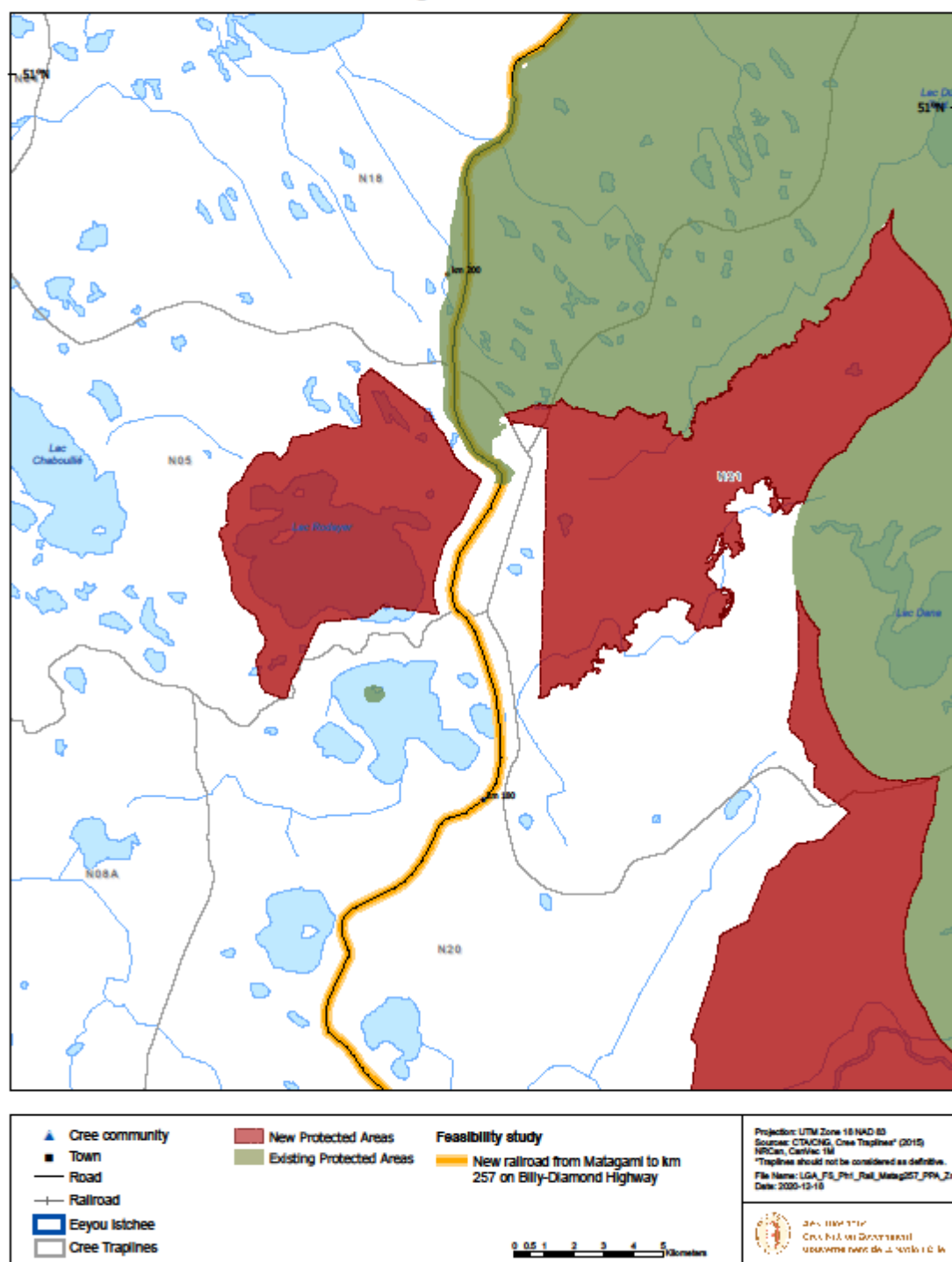
Appendix VII – Overlap of Project Area with Proposed and Existing Protected Areas

**Note that the maps are for information purposes only. The limits are unofficial and approximate.*

La Grande Alliance - Phase 1 Feasibility Study **New Railroad from Matagami to km 257 on Billy-Diamond Highway**



La Grande Alliance - Phase 1 Feasibility Study **New Railroad from Matagamì to km 257 and Protected Areas**



Appendix VIII – Project Timeline flow chart

