CREE DEVELOPMENT CORPORATION

Société de développement crie

LA GRANDE ALLIANCE

**Tender #2021-2-001**
**Pre-Feasibility Study – Phases II & III – Transportation Infrastructure**
**La Grande Alliance**

Request for Consulting Services

RFP Document

29 March 2021

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**Note:** *In this document, the use of the masculine gender has been adopted for ease of reading and has no discriminatory intent.*

# Section 1 – Request for Proposals Notice

## Summary

The Cree Development Corporation (CDC) has issued a Request for Proposals (RFP Document) in order to retain the services of a Consulting Firm, with capacity in economic, social and environmental research, to conduct a regional Pre-Feasibility Study on the following proposed infrastructures, all located in the Eeyou Istchee James Bay region of northern Québec as a part of Phase II and Phase III of the Infrastructure Program of La Grande Alliance:

Phase II

- A new railway corridor following, as much as possible, the alignment of the Billy-Diamond Highway (BDH) between km 257 (Rupert River bridge) to km 544 (Junction of BDH and Trans-Taiga Road).
- A new road corridor connecting Radisson and Whapmagoostui, over an approximate distance of 175 km.
- Extension of Route 167 to the north to connect with the Trans-Taiga road, over an approximate distance of 125 km.

Phase III

- A new railway corridor following, as much as possible, the alignment of the road corridor connecting Radisson and Whapmagoostui (Phase II), over an approximate distance of 225 km.
- A deep-water port at Whapmagoostui/ Kuujjuarapik.
- Extension of the Trans-Taiga road eastward to connect with Schefferville, over an approximate distance of 200 km.

The RFP Document outlines all requirements regarding the work to be carried out as part of the Pre-Feasibility Study for Phase II & III – Transportation Infrastructure (hereinafter referred to as "Pre-Feasibility Study") for La Grande Alliance. Note that the evaluation of Proposal Submissions by the Selection Committee shall be "blind" (Article 3.9).

## Components and Duration

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

1. A Market Survey & Comprehensive Economic Assessment examining the economic needs of the region as a function of the proposed infrastructures.
2. A Socio-Environmental Survey examining the major social and environmental elements related to the proposed infrastructures.

3. A Technical Survey examining the technical aspects of the infrastructures under study.
4. An examination of all potential risks related to the proposed infrastructures accompanied by preliminary mitigation strategies to be developed in close collaboration with the Cree communities and land users directly impacted by the infrastructures.

The proposed duration of the Pre-Feasibility Study will be 12 months. It will begin no later than 01 June 2021 and end no later than 31 May 2022. All proposed modifications to the project and to the timeline, with justification, shall be subject to negotiation with the CDC and will be addressed in corresponding addenda, if necessary.

## Deliverables

1. A Market Survey & Comprehensive Economic Assessment Report providing a detailed account of the study conducted. **Due dates: 14 February 2022 for first draft and 31 May 2022 for final draft**
2. A Socio-Environmental Survey Report providing a detailed account of the study conducted. **Due dates: 14 March 2022 for first draft and 31 May 2022 for final draft**
3. A summary table and PowerPoint presentation for the preliminary inventory of risks and overarching mitigation strategy. **Due dates: 18 April 2022 for first draft and 31 May 2022 for final draft.**
4. A final Pre-Feasibility Study Report summarizing the findings from the Market Survey & Comprehensive Economic Assessment and the Socio-Environmental Survey Report and detailing the work carried out as part of the Technical Survey. **Due dates: 18 April 2022 for first draft and 31 May 2022 for final draft.**

## Philosophy and Scope of Mandate

The Pre-Feasibility Study seeks to apply the best practices 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 Pre-Feasibility Study process, as it shall be the case in all subsequent steps as they may arise. With this in mind, the CDC will create and coordinate, at its cost, a network of Grande Alliance Community Information Officers (GACIOs) in each of the ten Cree communities (Washaw Sibi, Waswanipi, Oujé-Bougoumou, Mistissini, Nemaska, Waskaganish, Eastmain, Wemindji, Chisasibi, and Whapmagoostui), to assist in the coordination of all consultation and community engagement work. The GACIOs will work closely with a designated Liaison Officer representing the Consultant to ensure that the stated objectives are met throughout the Pre-Feasibility Study.

# Section 2 – Instructions – Proposal Submission Process

## 1. Introduction

### 1.1. Background

Announced on 17 February 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 (BDH) 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 BDH between the town of Matagami and KM257 of the BDH (Rupert River bridge).
- A return to service for the railway line between Grevet (Lebel-sur-Quévillon) and Chapais (approximate distance of 147 km).
- Trans-shipment areas along the BDH and the Grevet-Chapais railway corridors, specifically one located at KM257.

Phase II of the Infrastructure work includes the following elements:

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

- A new railway corridor following, as much as possible, the alignment of the BDH between km 257 (Rupert River bridge) to km 544 (Junction of BDH and Trans-Taiga Road).
- A new road corridor connecting Radisson and Whapmagoostui over an approximate distance of 175 km.
- Extension of Route 167 to the north to the connect with the Trans-Taiga road over an approximate distance of 125 km.

Phase III of the Infrastructure work includes the following elements:

- A new railway corridor following, as much as possible, the alignment of the road corridor connecting Radisson and Whapmagoostui/Kuujjuarapik (Phase II) over an approximate distance of 225 km (50 km from km 544 to Radisson and 175 km to Whapmagoostui.
- A deep-water port at Whapmagoostui/Kuujjuarapik.
- Extension of the Trans-Taiga road eastward to connect with Schefferville over an approximate distance of 200 km.

The feasibility of the different infrastructures is expected to be determined through a Feasibility Study for Phase I and a Pre-Feasibility Study for Phase II and III. The organization charged with overseeing the implementation of the studies is the 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 La Grande Alliance Transportation Infrastructure Committee of which the CDC is a member.

## 1.2. Project Statement

As part of La Grande Alliance, the Cree Nation Government, through the Cree Development Corporation (CDC), would like to retain the services of a Consultant, with capacity in economic, social and environmental research, to conduct a regional Pre-Feasibility Study regarding Phases II & III – Transportation Infrastructure upgrades within the James Bay and Northern Québec region.

The following Request for Proposals (RFP Document) Document outlines all requirements regarding the work to be carried out as part of the Pre-Feasibility Study for Phases II & III – 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 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;
- Expectations regarding collaboration with Consultant executing Feasibility Study of Phase I;
- 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 31 May 2021. The Pre-Feasibility Study, including the final project report, would need to be completed no later than 31 May 2022.

This Request for Proposals document (herein referred to as RFP Document) involves the selection of a Consultant 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).

"CDC" refers to the Cree Development Corporation, the Client and a member of La Grande Alliance Transport Infrastructure Committee.

"CNG" refers to the Cree Nation Government, the administrative authority of the Cree Nation of Eeyou Istchee and a member of La Grande Alliance Transport Infrastructure Committee.

"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, 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 Document will be considered integral to the Contract.

"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 he is unable to respect any due dates, providing valid reasons and justification.

"Economic Development Officer" (or equivalent) refers to existing positions in each of the ten Cree communities generally responsible for coordinating economic development initiatives with local entrepreneurs and businesses. They will be key informants for the Market Survey and Comprehensive Economic Assessment.

"Grande Alliance Community Information Officers" or "GACIOs" refers to Officers hired in each of the ten Cree communities to engage with the Consultant in carrying out the Mandate. These persons 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.

"La Grande Alliance Transport Infrastructure Committee" refers to a committee involving the CDC, the CNG and relevant Government of Québec ministries and entities – Hydro-Québec, MERN, MFFP, MTQ, SDBJ, and SPN.

"Guiding Documents" or "GD" refers to important documents explaining the underlying philosophy of the Pre-Feasibility Study. They are considered essential to understanding the full scope and expectations of the Pre-Feasibility Study. These documents are found in Appendix IV.

"Managing Partner" refers to the firm that will act as the primary intermediary on behalf of any consortium for the purposes of this Mandate, if any.

"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.

"MERN" refers to Ministère de l'Énergie et des Ressources Naturelles, a member of La Grande Alliance Transport Infrastructure Committee.

"MFFP" refers to Ministère des Forêts, de la Faune et des Parcs, a member of La Grande Alliance Transport Infrastructure Committee.

"MTQ" refers to Ministère des Transports du Québec, a member of La Grande Alliance Transport Infrastructure Committee.

"Project Team" refers to the representatives of the Consultant who shall execute the Mandate. It includes the Project Management Office, Primary Resources, and Secondary Resources. More information regarding the Project Team is available in Appendix II.

"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 member of La Grande Alliance Transport Infrastructure Committee.

"Selection Committee" refers to a committee of representatives from 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.

"SPN" refers to Société du Plan Nord, a member of La Grande Alliance Transport Infrastructure Committee.

"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 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 30 March 2021 to 07 May 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: Dates may be subject to change based on goose hunting season in early May.

**Note:** All dates are for the year 2021

- Dissemination of RFP Document 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 (Thursday, 01 April 2021 at 2:30pm).
- 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 on 26 May 2021 and the Contract shall subsequently be finalized.

### 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:

Friday, 07 May 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 | 02 April 2021 | 07 April 2021 |
| 2 | 09 April 2021 | 14 April 2021 |
| 3 | 16 April 2021 | 21 April 2021 |
| 4 | 23 April 2021 | 28 April 2021 |
| 5 | 30 April 2021 | 05 May 2021 |

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. The questions may be posed in either English or French and responses will be provided in the respective language.

Consultants should quote as accurately as possible the section number of the RFP Document 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 Consultant acting as Managing Partner for the Mandate. Unless indicated otherwise, the Client will deal directly with the Managing Partner 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 to ensure the reporting to the Client of all financial information related to the Mandate for all participating consortium members. All participating Consultants will be expected to apply best accounting practices.

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 a high level of professionalism and best practices from all sub-contractors and/or Consortium members.

The Consultant shall include details regarding the Project Team 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 Ministère du 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 Ministère du 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 Ministère du 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 clicSÉQUR (https://www.info.clicsequr.gouv.qc.ca/entreprises/).

Any Consultant not headquartered in Québec shall, in lieu of an attestation from Ministère du 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 he 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 person on the work team that could act as a replacement in the case of any unforeseen incident;
- 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 Proposal Submission (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 contingency 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 – 2021 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;
- Include all material costs required in the execution of the Mandate, including any administration surcharges, where applicable (these should not exceed 15%).

The Proposal Submission 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.

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. Depending on the scope of the addition, the Consultant may consider explaining the addition in greater detail in an appendix.

The Proposal Submission may be in English or French. However, it is important to note that the language used by the Cree communities, apart from the Cree language, is English.

## 3.9. Proposal Format

The Proposal must be submitted as a standard PDF document with the file name following the convention of "LGA-Phases II & III-Proposal Submission-Consultant" where "Consultant" refers to the name of the entity, consortium or Managing Partner. The maximum file size receivable via email is 10MB. Alternately, Consultants are recommend to use a file hosting service to send the Proposal Submission (e.g., Google Drive, WeTransfer or Dropbox links).

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 of the Consultant 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. With regards to instances where the inclusion of the name of the Consultant is unavoidable, the Consultant shall clearly indicate in the table of contents of the Proposal Submission all sections that mention his name.***

# 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 Document, 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. The presentations should include:

- Overall strategy for Mandate;
- Brief presentation of Project Team;
- The individual approach for Market Survey & Comprehensive Economic Assessment, Socio-environmental survey, Technical survey and mitigation strategy in very brief terms;
- Timeline for Mandate execution;
- 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 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.

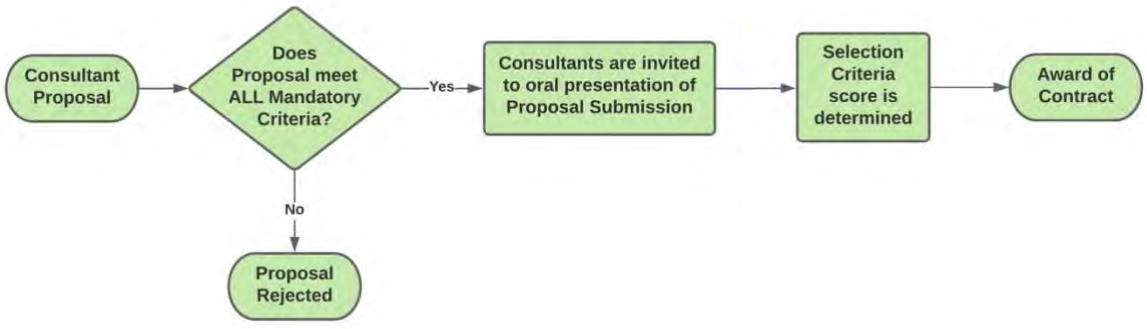
In the case of cancellation of the RFP Document, the Client shall not be required to provide the scores of each Proposal Submission, other than to notify each Consultant that no Proposal Submission was retained.

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 – 2021 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 Pre-Feasibility Study for Phases II & III – Infrastructure, six (6) specific tasks are identified below.

- Task 1 - Background research, strategy planning and project management
- Task 2 - Market Survey & Comprehensive Economic Assessment
- Task 3 - Socio-Environmental Survey
- Task 4 - Technical Survey
- Task 5 – Contingency and Mitigation 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 occasion, mention is made to Guiding Documents (GD) in the sections below. These documents are found in Appendix IV (note that Appendix IV contains nine (9) Guiding Documents, each individually numbered). The Guiding Documents should be considered as essential to understanding the full scope and expectations of the Pre-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 Submission will be considered in the selection criteria.

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 Phases 2 & 3 – Infrastructure Program, 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 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 Pre-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 timeline of the Pre-Feasibility Study overlaps with the Feasibility Study for Phase I for most of its duration. Additionally, the infrastructures for both studies are complementary, especially the railway along the BDH and the extension of the BDH and railway to Whapmagoostui. To ensure consistency between the studies, the Consultants in the two studies are expected to meet with the Steering Committee in the second week of June to present the common methodology of the two studies as described in Article 7 and again in October to discuss how information will be shared. Over the course of the study, the Client will assist in the co-ordination of the GACIOs and gathering inputs from La Grande Alliance Transport Infrastructure Committee.

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 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 #1*, *GD #2* and *GD #3* included in Appendix IV. The degree to which this information is integrated into the Feasibility Study approach and is evident in the Proposal Submission 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, a 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. The GACIO 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 GACIO Committee shall be responsible for:

a) Monitoring the progress of the Pre-Feasibility Study, including reviewing and validating information collected from the extant literature;
b) Coordinating information sessions with community members;
c) Coordinating all consultations and information exchanges with land users and communities impacted by the proposed infrastructure;
d) In the case of Cree Traditional Ecological Knowledge, validating all information prior to its final integration into the Pre-Feasibility Study report;
e) Identifying any problems and/or potential conflicts as they may arise, as well as exploring potential solutions.

Any additional responsibility 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 GACIO as well as consultation norms and processes applicable to this Mandate are provided in *GD #4*, *GD #5* and *GD #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. Furthermore, Consultants are expected to respect their traditional authority ***at all times***.

Considering that the Pre-Feasibility Study is, for the most part, a desktop exercise, Cree community members and Land Users will play the important role of reviewing information compiled by the Consultant. The extent and range of discussions will vary according to the topic. **The Consultant must include in the Proposal Submission a preliminary plan regarding how he will engage the GACIOs on the different topics covered in the RFP Document, based on an assessment of the different broad issues (e.g. access to the territory, alignment and location variants, impacts to fish and wildlife, social issues) and concerns they may raise. The exercise is meant to assess the understanding of how different issues need to be treated through the engagement process defined by the Client.**

Community engagement, participation and consultation form a major foundation of the Pre-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:

a) Number of different Cree stakeholders met, when, for how long and with whom.
b) Information sessions with Cree land users by trapline number;
c) Issues raised and steps taken by the Consultant to address them;
d) 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 Pre-Feasibility Study phase.

Phases II and III include works that fall on the traditional territories of the Inuit (Phase II road from La Grande River to Whapmagoostui/Kuujjuarapik; Phase III railway along the same corridor and the deep-sea port), the Naskapi and the Innu (Phase III road extending the Trans-Taiga road to Schefferville). In addition, several Jamesian communities (Radisson, Matagami, Lebel-sur-Quévillon, Chapais and Chibougamau) as well as the town of Schefferville are important regional stakeholders. For all these groups, engagement is equally important to ensure buy-in and social acceptability for the works considered under La Grande Alliance. With all these communities, the initial step of engagement shall be through Nation-to-Nation discussions via Cree leadership with local and regional entities (e.g. Kativik Regional Government). Once an appropriate means of engaging these communities is identified and clearly defined, the Consultant shall then be implicated in discussions. Discussions with stakeholders from these groups prior to the finalization of a defined information sharing framework is strongly discouraged. However, for the purposes of developing a Submission Proposal, the Consultant should plan for at least one trip to each of the communities mentioned in the proposal as well as time for consultations with their members. Any

additional requirements that may be defined once an engagement and consultation framework is finalized shall be treated as additional services.

La Grande Alliance involves numerous ministries and entities participating as partners with the Client (Hydro-Québec, MFFP, MERN, MTQ, SDBJ, and SPN). These partners will make a wide variety of resources available to the Consultant for the purposes of the study. For each ministry and entity, a designated contact person has been identified with the Client. The Consultant shall be notified of these people once the Contract is awarded. Any communications with representatives prior to this is strongly discouraged.

Hydro-Québec is a key entity in terms of research and resources relevant to the study area. Specifically, studies related to the Great Whale project (1987-1992) will be important resources. Additional sources can include studies related to the La-Grande hydroelectric complex, the Eastmain-1 and Eastmain-1A/Sarcelle powerhouses and Rupert Diversion Projects. The Consultant shall consult Hydro-Québec's online public database, Cherloc, for more information (https://cherloc.ca). The Consultant shall pay special attention to socially oriented data, as conditions have likely changed since the studies have occurred. Furthermore, all data should be validated with the GACIOs to ensure their accuracy, veracity and relevance for the Pre-Feasibility Study.

Some information gathered as part of the Pre-Feasibility Study may be considered privileged and confidential. As such, the Consultant may be required to sign a Non-Disclosure Agreement to ensure the non-dissemination of specific information. Such requirements shall be reviewed beforehand with the Client.

## 6.1. Field Work and Travel to the Territory

It is not anticipated that field work will be required to be carried out as part of this Mandate. In the case where data collection from the field may be necessary, the Consultant must make a proposal to the Client identifying the proposed work to be carried out, the justification and the associated costs. **Field work should not be included in the budget proposed in the Proposal Submission.**

It is anticipated that Consultant representatives, most notably the Consultant Liaison Officer, but also other team members and specialists, will need to visit the communities implicated in La Grande Alliance's Infrastructure Program to conduct interviews, focus groups or to participate in presentations, information sessions and committee meetings. All costs associated with travel to the communities for Consultant team members must be included in the Proposal Submission's budget.

During visits to communities, it may occur, from time to time, that Consultant team members be invited to visit Cree traplines within the project area. These types of reconnaissance visits are acceptable, provided that they respect basic safety procedures outlined below. The Consultant should generally report on these visits when they occur,

including the location of the visit, the people present, the items discussed and the associated costs. All costs related to reconnaissance visits will be considered Additional Services and can be billed to the Client accordingly. Compensation for Cree participants for such visits will be covered through the GACIOs and therefore, should not be considered as part of the Consultant costs.

In summary, while the project does not include field work, it is expected that the project will involve field outings as a part of reconnaissance work. To account for this, it is recommended that for every trip that the Consultant visits communities, one additional day is planned for field outings, reconnaissance work, and informal meetings. Costs related to going out to the field will be absorbed by the Client. Over the course of the project, if is determined that certain field work is mandatory, it shall be discussed as per the terms of the Additional Services.

## 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 travel for Consultant team members and specialists must be subject to a Health and Safety Plan developed by the Consultant, to be reviewed by the Client.

The Health and Safety Plan must address the following aspects:

- Travel to communities;
- Occasional reconnaissance visits outside communities (assuming locations are outside of cellular phone signal);
- COVID-19 restrictions and protocols.

The plan should include measures to be taken to ensure the safety of the team members while on the territory while respecting COVID-19 protocols in place, understanding that these will evolve over time and according to the situation.

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. Management Plan

The Consultant shall develop a project management plan for the execution of the Pre-Feasibility Study for each of the infrastructure components included in the Mandate – the new railway line along the BDH between km 257 - km 544 and continuing to Whapmagoostui/Kuujjuarapik (including trans-shipment areas), a road connecting the BDH to Whapmagoostui/Kuujjuarapik, the extension of Route 167 northward to Trans-Taiga road and the extension of the Trans-Taiga road eastward to Schefferville, Qc. 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 management plan that will serve as the basis for discussions with the Client Project Manager, GACIOs, Steering Committee, and the Consultant executing the Feasibility Study for Phase I. 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 & Comprehensive Economic Assessment

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 economic assessment 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 #2* and *GD #7* for more information and insights.

**IMPORTANT NOTE:** Because La Grande Alliance is composed of multiple Phases that are complementary, the Market Survey for Phase I covered the proposed railway along the Billy-Diamond Highway **up to km 544**. Therefore, the Market Survey & Comprehensive Economic Assessment for Phases II/III shall cover the railway starting from that point northward, as well as all the other infrastructures proposed in this RFP Document (refer to map provided in Appendix I). The Consultant is expected to co-ordinate the Market Survey for the Pre-Feasibility Study with the Consultant executing the Feasibility Study for Phase I. The Consultant shall account for this co-ordination including the two meetings involving Steering Committee. This includes the meeting in June to present the common methodology for both studies and the meeting in October to share progress-to-date and develop a framework for information sharing (refer to schedules provided in Appendix IX). It is understood that Consultant for Phase I Feasibility Study and the Phases II and III Pre-Feasibility Study should maintain regular communication over and above those meetings.

## 7.1. Basic Information

### 7.1.1. Demographics and Statistics

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

- Cree, Jamesian, Naskapi, Innu and Inuit 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 within or adjacent to the study area.

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). With regards to entities from the other communities under study (Inuit, Naskapi, Innu, Jamésien) the Client shall provide additional references to the Consultant prior to the start of the Mandate.

### 7.1.2. Existing Road Network

The Consultant must include a presentation of the current road network within Eeyou Istchee. This includes a presentation of the various access points into the territory as well as the highways located on the territory according to their geographic axes (i.e. north-south; east-west). Attention should be given to their current state and design criteria, based on written documents as well as consultation with knowledgeable informants. Part of this work should include an examination of the different owners and entities responsible for maintenance of different sectors of these roads, as it often involves multiple ministries (MERN, SDBJ, MTQ and MFFP) and various legal status depending on the location. Finally, the analysis must include an examination of the current transportation axis for Schefferville, Qc, as well as a characterization of the current users of this transportation axis.

### 7.1.3. Current Marine Infrastructures, Shipping Routes and Commercial Fisheries

The Consultant must conduct a review of comparable marine infrastructure projects present or proposed in northern North America and/or Greenland. The Consultant should pay particular attention to the strategic objectives of these ports, and provide an assessment of where the proposed deep-sea port at Whapmagoostui/Kuujjuarapik may fit within this dynamic.

The review should include current Arctic shipping routes as well as the main products shipped along these routes and corresponding economic markets. The Consultant shall pay special attention to the "Arctic Bridge" located between Churchill, Manitoba, and Murmansk, Russia, to characterize the role that this plays in northern shipping routes. In addition, the Consultant should look at shipping routes currently utilized to supply northern isolated coastal communities, with an appreciation of the period of year when these ports are active.

It is assumed that all northern ports have an active interest in the development of the Northwest Passage as this becomes open to shipping, thereby providing the most effective access to the Asian market. With this in mind, the Consultant shall review public documents related to the Northwest Passage to provide an indication of the potential timelines when this will become part of the international shipping network as well as potential constraints and related issues.

Finally, the Consultant must review the potential for commercial fisheries of eastern Hudson Bay, based on comparable fishery development in the area of Baffin Island and Ungava Bay.

#### 7.1.4. Air Transportation

The communities in the region that currently do not have road access are serviced by a series of airports and airstrips. The Consultant shall consider these operations in the analysis of the impact of the proposed infrastructures. Important data points to collect include overall air traffic, community supplies, and passenger transportation.

#### 7.1.5. Comparables

The Consultant shall gather sufficient information regarding projects carried out in northern environments. Most notably, comparables should include infrastructure projects that connected previously isolated communities as well as created greater regional integration. The goal is to benchmark the potential economic benefits of these projects, as well as the delay in achieving economic objectives for these projects. The list of comparables shall be reviewed with the GACIOs and submitted for information to the Client no later than **16 August 2021**.

The Consultant shall also gather information regarding transportation of materials (mining, forestry products, construction materials, community resupply etc.) by rail versus road and the different economic metrics used to evaluate the costs and benefits for these modes of transportation.

### 7.2. Data collection

#### 7.2.1. Identification of Railway and Road Expansion 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 VII.

The Consultant should pay particular attention to mining exploration companies active on the territory. This includes an analysis of the mining claims and companies in the project area, which can be accessed through the GESTIM+ initiative offered by MERN (https://gestim.mines.gouv.qc.ca/MRN_GestimP_Presentation/ODM02101_login.aspx). Similarly, the Système d'information géominière of Québec (SIGÉOM) offered by MERN (https://sigeom.mines.gouv.qc.ca/) shall be analyzed to identify various mineral indications along the new transport corridors. 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 shall also pay particular attention to iron deposits in the vicinity of Whapmagoostui, and how their economic potential would change with the creation of transportation links with the rest of Québec and the international market.

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.

Consultations should also include representatives from Hydro-Québec as well as mining exploitation companies active on the territory. Here, the goal is to identify elements of existing supply chains that would be well served by the proposed infrastructures.

The Consultant should also include an evaluation of raw materials entering the territory as part of different supply chains that drive the local and regional economies, 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 oil and gas 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. Potential Users of Deep-Sea Port

The Consultant shall include discussions with current shipping companies active in northeastern Canada to gain an appreciation of the potential use of the Whapmagoostui/Kuujjuarapik port. This should include companies that ship for the local market as well as international shipping companies. Discussions should cover the potential opportunities presented by this port project as well as constraints. The Consultant should not present the port as a stand-alone port but rather part of a broader network contemplated by La Grande Alliance, most notably the railway line along the BDH north-south axis.

One potential user of the port would be forestry and wood transformation companies active on the territory. As such, the Consultant should engage with companies active on the territory to characterize their interest in the port as a potential access point to international markets. The discussion should include the potential extension northward of the commercial forest limit as a consequence of climate change projections. Consultations with MFFP representatives regarding this question will be essential.

An additional potential user should be remote northern communities in Nunavik. Thus, the port would be a hub for all maritime transportation to the region including, but not limited to, goods and energy. As such, consultations should include representatives from Kativik Regional Government and Hydro-Québec, among others.

### 7.2.3. Consultation of Local 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 VII. 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 directly affected by the infrastructure upgrades proposed in Phase II/III (Wemindji, Chisasibi, Whapmagoostui and Mistissini), as well as the equivalent actors in Kawawachikamach (Naskapi), Kuujjuarapik (Inuit), Matimekush-Lac John (Innu) as well as the Economic Development Officers (or equivalent) for the Jamesian communities located on the territory.

Topics with potential community users should 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 opportunities created by the various additional access points to the territory, most notably to the east as

well as the port, especially with regards to the creation of new supply chains through the marine transport of basic commodities (food, construction materials, etc.).

Discussions should include social economy industries, such as arts and crafts and community-based tourism. Discussions should also include utilization of the marine environment for recreational and research tourism ventures.

The EDO for each community may recommend further consultations with local companies and entrepreneurs not listed in Appendix VII 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 30 interviews with Inuit, Naskapi and Jamesian companies and entrepreneurs active on the territory but not necessarily listed in Appendix VII.

### 7.2.4. Strategic Development Opportunities

The Consultant should include an analysis of all possible synergistic development opportunities with the other components of the Grande Alliance. This includes the network of protected areas (tourism, knowledge-based economy), the commercialization of the fiber optic network, including the connection of existing radio towers (community and others) to the 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, Apatisiiwin 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.

### 7.2.5. Energy Needs and Opportunities in Whapmagoostui/Kuujjuarapik

The Consultant shall consult Hydro-Québec to understand the implications of constructing a transportation link to Whapmagoostui with regards to connecting the community to the existing regional electricity distribution network. Consideration should be given to how this may impact the Inuit community of Kuujjuarapik.

The Consultant shall also include an examination of work done regarding the wind power potential in the area of Whapmagoostui to characterize the economic potential of this sector when combined with a transportation link, which includes an examination of current proejcts in the category such as the Whapmagoostui Kuujjuaraapik Hybrid Power Plant Project. The

examination should include a discussion of the constraints of this sector in northern climates, as well as its implications with battery storage.

#### 7.2.6. 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 Client 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 the Client 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.

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. Port Traffic Projections

Based on the data gathered from users, the Consultant must provide projections regarding the potential traffic at the Whapmagoostui Deep-sea Port. This must be viewed as a function of climatic data collected as part of Task 3, to project traffic based on a reasonable assumption of the number of days in the year that the port would be open.

The analysis should also include the potential economic spinoffs of this traffic for port-related services in the area, including job creation, as well as other 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.

### 7.3.4. Economic Analysis

The Economic Analysis shall be the main tool to present to potential stakeholders and partners the overall economic benefit of the La Grande Alliance proposed infrastructure, as well as the broader considerations regarding the impact these projects may have on the overall Québec economy. The analysis shall also allow to define the operating parameters of the infrastructures, within defined socio-environmental constraints, so as to maximize the social return on investment.

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.

The analysis shall also include, based on discussions with current and potential users, a global appreciation for the current state of infrastructure in the region and its capacity to accommodate future development on the territory. This includes identifying existing highways and railways that are currently in need of repairs both within the territory (e.g. Route du Nord) as well as those immediately adjacent to the territory (i.e. linking the territory to Abitibi-Témiscamingue along the western transportation axis and to Lac-Saint-Jean along the eastern transportation axis). The analysis should examine the original criteria applied to these corridors (as well as any subsequent upgrades) as compared with future projected use to better assess their ability to receive future traffic projections and, if not, what additional upgrades would be required.

The Consultant shall analyze the potential economic benefit of the following individual components, all proposed as part of Phases II and III of La Grande Alliance:

- The extension of Route 167 northward to the Trans-Taiga road;
- The extension of the Trans-Taiga road eastward to Schefferville;
- The extension of the BDH northward to Whapmagoostui/Kuujjuarapik;
- The deep-water port at Whapmagoostui/Kuujjuarapik.

With regards to the proposed railway along the Billy-Diamond Highway, the Consultant shall consider the entire proposed alignment of this new infrastructure, from Matagami to Whapmagoostui/Kuujjuarapik. Furthermore, the analysis should include the return-to-service of the Grevet-Chapais railway line. The Consultant shall be expected to coordinate with the Consultant responsible for the Market Survey from the Phase I Feasibility Study, as is indicated in Article 7.

In addition to the analyses above, the Consultant shall consider all infrastructure components proposed in La Grande Alliance to determine whether these consist of a net gain for society when compared to the status quo, both from the perspective of the northern Québec economy as well as that of Québec as a whole.

### 7.3.5. Financial Sustainability Analysis

The Consultant shall conduct a comprehensive analysis of all the data collected as part of the Market Survey to project the overall impact of the proposed infrastructure on existing transportation in the region, as well as in the entire province of Québec.

For this analysis, the Consultant shall utilize financial data collected and analyzed as part of the Market Survey for Phase I.

The Consultant shall therefore work with the Consultant charged with the Market Survey for Phase I to procure all relevant information.

The Financial Sustainability Analysis should consider the following consolidated infrastructure components from Phases I, II and III:

- The creation of a regional railway network, including the return-to-service of the Grevet-Chapais line, the new railway between Matagami to km 544 of the Billy-Diamond Highway approximately following the alignment of the existing highway.
- Connecting the community of Whapmagoostui/Kuujjuarapik to the proposed regional railway network and the creation of a deep-water port at Whapmagoostui/Kuujjuarapik.
- Connecting Route 167 to the Trans-Taiga road and the remainder of the existing regional transportation network.
- Connecting the Trans-Taiga road to Schefferville and the existing transportation network of northeastern Québec.
- Connecting Whapmagoostui/Kuujjuarapik by road to the Billy-Diamond Highway and the existing transportation network of northwestern Québec.
- Upgrading of the access roads for the Cree communities of Waskaganish, Eastmain, Wemindji and Nemaska.

The Financial Sustainability Analysis involves the development of a framework and respective variables to estimate the net present value (NPV), internal rate of return (IRR), and Debt Service Coverage Ratio (DSCR) for prospective owners of the infrastructure. The Consultant shall clearly indicate the assumptions made in the development of the framework and advise on aspects of the framework that have high likelihood of change based on findings in future phases of the project. Similarly, the Consultant shall advise on the variables that will have the greatest impact in a sensitivity analysis.

The Consultant shall use the developed framework to make preliminary estimates of NPV, IRR, and DSCR over different time horizons (15 years, 30 years, 50 years and the life of

the infrastructure, if relevant). The net value shall be a function of the Expected Generated Revenue, CAPEX, OPEX, Costs of Financing, and taxes/subsidies.

#### 7.3.6. Financing Models

The Consultant shall compare the viability of various financing models for the infrastructure. These include:

- Public sector subordinated debt
- Public sector lending – *pari passu* basis
- Public sector minimum guarantees
- Public sector development company - Traditionally delivered infrastructure
- Public sector development company - PPP delivered infrastructure
- Privately owned

The Consultant shall outline the parties that are most expected to benefit from the infrastructures based on the analysis of potential users and shall categorize them for each of the infrastructures outlined in the two phases.

With regards to public sector investment and ownership, all projects financed by the Province of Québec for an amount exceeding $100,000 must conform to the "Directive sur la gestion des projets majeurs d'infrastructure publique" published by le *Conseil du Trésor* (https://www.tresor.gouv.qc.ca/fileadmin/PDF/infrastructures_publiques/directive_gestion_projets_majeurs.pdf). The Consultant must include, in his report, a table listing the information requirements defined by the Directive to identify what information gathered as part of the Market Survey & Comprehensive Economic Assessment corresponds to these requirements and what information must be gathered in the Pre-Feasibility Study.

The Consultant shall engage with owners of similar infrastructure, where applicable to identify key considerations that determined the financing model applied. The recommendations for the financing models shall be made in the context of these engagements and other comparable projects, ensuring that the similarities, deviations, and assumptions are appropriately defined.

## 7.4. Final Report

The Consultant shall produce a written report for the Market Survey & Comprehensive Economic Assessment work. The report shall be sufficiently detailed to allow stakeholders with sufficient expertise to appreciate the methodology followed, the assumptions made and the range of results. The main findings of the report shall also be summarized in the Pre-Feasibility Study Report.

The report should include recommendations regarding data that should be collected in subsequent stages of the infrastructure development.

The report 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. This should also include a reflection on the potential for La Grande Alliance as a whole (i.e. all the components proposed) for developing the regional social economy.

The 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 & Comprehensive Economic Assessment. Both the full reports and the summaries shall be submitted in both English and French. Translation costs must be included in the submission.

The final report shall also include a list of active mining claims and companies in the project area and 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 - Socio-Environmental Survey

The Socio-Environmental Survey consists of a review of all available literature and data from previous studies carried out in the region, as well as of comparables from elsewhere, to provide a comprehensive list of the various issues relevant to the proposed infrastructures. That is, the survey is expected to provide as exhaustive a list as possible of issues that may have a direct or indirect effect on the proposed works, such that they can be analyzed in greater detail *in situ* in future steps (Feasibility Study, Environmental and Social Impact Assessment (ESIA), etc.). Ultimately, at the pre-feasibility stage, the breadth of the information gathered, the links made between different factors and the degree of incorporation of local understandings and perspectives 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 entities represented on La Grande Alliance Transport Infrastructure Committee to complete the Mandate. In such cases, these documents remain the property of the original owner and must be returned before the end of the Mandate.

An essential part of the Socio-Environmental Survey will be to validate existing data with stakeholders. That is, it is expected that for much of the information gathered, there is either insufficient data or gaps, or that current data-sets are inaccurate or out-dated. Most notably, the Consultant, via the Consultant Liaison Officer, is expected to engage directly with the GACIOs to systematically review the social and environmental information compiled from previous studies to evaluate both their veracity and relevance to the current context. It is understood that some data-sets, particularly those for physical and geological processes in areas relatively untouched by development, will not likely have changed over time. Conversely, some social data-sets, such as demographic and economic information, evolve very rapidly (probably more rapidly compared to southern Québec). Thus, the Consultant should exhibit proper judgement regarding the degree of engagement required for each data-set. **To demonstrate this, Consultants must submit a table in their Proposal Submission listing the different data-sets listed in this Task, both social and environmental (i.e. 10-15 topics minimum), categorizing them based on the anticipated level of engagement required with the GACIOs.**

The Socio-Environmental Survey shall have its own, stand-alone report, available in both English and French. The details of topics to be included in the report are listed in Article 11. Furthermore, the Consultant shall provide a summary of the report that shall be used for both communication purposes as well as to be integrated into the final Pre-Feasibility Report, the contents of which are listed in Article 11.

## 8.1. Legal and Regulatory Context

### 8.1.1. Specific to James Bay Territory

As stated in *GD #6*, a fundamental component of the James Bay and Northern Quebec Agreement (JBNQA) is the Environmental and Social Protection Regime (ESPR) outlined in Section 22 of the JBNQA, as well as its connection to Section 24 of the JBNQA, which outlines the specific rights bestowed upon Cree hunting, fishing and trapping on the territory. The Consultant shall be responsible to review these two chapters closely (as well as understanding the general philosophy behind the JBNQA) and include all aspects relevant to the infrastructure proposed in La Grande Alliance, Phases II/III, with special emphasis on the areas not previously impacted by development projects. This section of the report must analyze each individual component of the infrastructure analyzed as part of the Pre-Feasibility Study as a function of the following information:

- Special rights of Cree land users and the obligations to consult in all phases of La Grande Alliance Infrastructure Program;
- The Environmental and Social Impact Assessment process, including the entities designated to oversee the process, both at the federal and provincial level;
- The expected timelines for the ESIA process.

The Consultant shall also review similar agreements that are applicable to the components of the proposed infrastructure relevant to:

1. The Inuit territory covered under the JBNQA, specifically Section 23, as well as the Nunavik Inuit Land Claims Agreement (NILCA).
2. The Naskapi territory covered under the Northeastern Québec Agreement (NEQA).
3. The legal jurisdiction covered under the Nunavik Inuit Marine Region (NMR) and Eeyou Marine Region (EMR).

Each of these Agreements define a separate ESIA process. The goal is therefore to identify the areas of convergence and divergence from the JBNQA Section 22, and to make recommendations accordingly regarding appropriate planning.

### 8.1.2. General Regulations

Furthermore, 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).

The Consultant shall also consult the *Règlement sur l'aménagement durable des forêts* (RADF) as all work related to the infrastructures proposed in Phases II/III shall require forestry work on public lands. The Consultant shall identify, for all works recommended as part of

Phases II/III, how the RADF applies. In addition, the Consultant should identify the process and timelines for obtaining all permits from MFFP in this regard.

The Consultant shall provide a list of all other permitting requirements under the MFFP regional office in Lebel-sur-Quévillon (access rights, etc.) as they may apply to the proposed works under study.

#### 8.1.3. Compensation and Off-setting

Consideration of relevant legislation includes requirements in terms of adequate compensation for impacted habitat. Here, the Consultant must produce a table that describes the different laws in place and the relevant habitat compensation formulas according to the different legislation in place. Furthermore, effort must be done to identify compensation measures that would be recognized by different regulations in place to optimize and streamline this work. Finally, timelines for the permitting process and subsequent approval of compensation measures work must be included in the evaluation.

## 8.2. Comparable Infrastructure Projects

The Consultant shall build a database of comparable infrastructure projects that will be used as benchmarks for the infrastructures proposed in Phase II & III of La Grande Alliance. Projects should be chosen based on the following criteria:

- Linear infrastructure projects (rail or roads) carried out on First Nations' lands and that included an important engagement component;
- Linear infrastructure projects that created new access to previously undeveloped territory;
- Linear infrastructure projects located in arctic or sub-arctic regions;
- Port infrastructure projects located in arctic or sub-arctic marine environments.

Attention must be given to projects that have introduced innovative approaches to address social and/or environmental concerns. Furthermore, examples of innovations in engagement of the local population should be noted and, if relevant, the Consultant shall recommend potential improvements to the engagement strategy for the Pre-Feasibility Study to the Steering Committee at any time during the Mandate. The list of comparables shall be reviewed with the GACIOs and submitted for information to the Client no later than **16 August 2021**.

## 8.3. Land Use

### 8.3.1. Historic and Current 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

The Consultant must consider both historic and current land use data (including use of the marine environment in the vicinity of Whapmagoostui), and must work closely with the GACIO to determine the extent to which the data remains valid today. Possible sources of historic land use can include:

1. Compilations of Hudson's Bay Company archives (see the work of Dr. Toby Morantz);
2. The La Grande Hydroelectric Complex and Social, Economic and Land Use Changes in Eeyou Istchee (Eastern and Western Sectors);
3. The Great Whale Hydroelectric Complex Land Use Studies.

Many 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 to work closely with these stakeholders to identify any data that may be relevant to the Socio-Environmental Feasibility Study, and 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 Pre-Feasibility Study report. Finally, all land use data collected as part of the Pre-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 Phases II/III. Any consent forms written for land users must reflect this.

For the railway along the BDH, 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.

### 8.3.2. Inuit, Naskapi, Innu and Jamesian Land Use

The Consultant must locate relevant sources for documented land use studies for Naskapi, Inuit (with special consideration for use of the marine Hudson Bay environment) and Jamesian communities located within the study area. This includes use of the marine environment in the vicinity of the Study Area. Areas of interest include the Inuit communities of Kuujjuarapik, Umiujaq, Sanikiluaq (Nunavut), the Jamesian locality of Radisson and the towns of Matagami, Lebel-sur-Quévillon, Chapais and Chibougamau, the town of Schefferville, the Naskapi community of Kawawachikamach and the Innu community of Matimekush-Lac-John. Additional populations may be identified in the review process. All land use data for these populations shall be presented to the Steering Committee for review and validation.

### 8.3.3. Increased Access to the Territory

The most significant changes brought about by the infrastructure proposed in Phase II/III is the creation of a new road access into Eeyou Istchee, via the northeast, a new north-south link between Mistissini and Chisasibi territory and a marine link to, essentially, the international market. These new access points may have a profound effect on the lives of all people living in the territory. The Consultant must plan for a wide range of consultations with a range of stakeholders to discuss the potential effects of these new access points. The Consultant must include comparables of projects elsewhere to inform consultations. The Consultant must also include in the discussion other objectives of La Grande Alliance, namely the designation of numerous protected areas and the consolidation and channelling of economic activities along specific designated corridors.

The Consultant must include in the final Socio-Environmental Survey report an analysis that includes a critical look at both the potential positive and negative impacts of these access points, and must make the connection with other components of the Pre-Feasibility Study (e.g. market survey and technical aspects) to develop a comprehensive appreciation of their implications. The analysis is meant to be an overview, and not a high-resolution examination (such as what would be found in an ESIA). The report should also include highlights of stakeholder perceptions regarding the implications of increased access to the territory.

Consideration must be given to the impacts of increased access to the management of wildlife resources, including, but not limited to, the unregulated harvesting of resources, poaching and the ensuing land use conflicts. Discussions should therefore include the additional resources that would be required to enforce existing regulations.

### 8.3.4. 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 II and III. These should include the following:

- Public utilities, including right-of-ways;
- Mining claims 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*). 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.

The work on servitudes and titles should be conducted in concert with Article 7.1.2 as there will likely be important overlap between these two sub-tasks.

## 8.4. Highly Sensitive Areas (HSA)

**Highly Sensitive Areas (HSA)** are defined as areas identified by land users for which the impacts of any new infrastructure raise important questions. In the context of La Grande Alliance, they will be restricted to areas for which no prior project has been developed, namely:

- The area between the La-Grande River and Whapmagoostui (including the potential port area near Whapmagoostui).
- The area between the northern limit of Route 167 and the Trans-Taiga road.
- The area between the eastern limit of the Trans-Taiga road and Schefferville.

The following types of sites can be HSAs:

- Camps (permanent and temporary);
- Important water bodies and appropriate buffer distances;

- Important harvesting areas;
- Historic and cultural heritage areas (burial sites, meeting points, etc.);
- Any other site deemed important by land users, with relevant details (why they are important, the size of the area, etc.).

The identification of HSAs shall be done, at minimum, with all the traplines from Chisasibi, Whapmagoostui and Mistissini that intersect the above-mentioned preliminary corridors. Additional work may be required with traplines located within close vicinity as well (i.e. neighbouring traplines), pending recommendation by the GACIOs for these communities. For each trapline in question, the Consultant, in collaboration with the GACIOs for each community, shall host a workshop of approximately 2-3 hours, in person (pending COVID-19 restrictions), with the Tallyman and any other land users they wish to invite. The GACIOs should be present at these meetings. The goal of the exercise is to identify on a map the HSAs on the trapline, the reasoning behind their identification and any other relevant information. The Consultant must clearly explain that while the transportation corridor has yet to be defined, it is assumed that it will be located somewhere within the trapline.

With regards to equivalent Inuit, Innu and Naskapi areas, a process shall be defined with the designated community representatives that is reflective of their own forms of traditional land use governance.

The Consultant shall consult all relevant existing information regarding land use and other historic information (see Article 8.3) for each trapline *prior to* the HSA workshops, and should plan to quickly validate this information with the land users during the workshop, clearly citing the sources of information, the people interviewed, the dates when the information was gathered and the context (i.e. related to a Hydro-Québec infrastructure project, a CNG project, etc.).

It is important to communicate clearly to land users that it is too early in the process to completely remove all HSAs identified during consultations from the proposed transportation corridors. However, the goal is to identify as early as possible these areas so as to incorporate them into the subsequent corridor design. With this in mind, it is important to jointly identify potential mitigation measures wherever possible (this will depend on the willingness of the land user to discuss mitigation at this point in the project). Furthermore, the Consultant shall work with the GACIOs to qualify the impact tolerance thresholds for the different HSAs identified, utilizing the following categories:

1. Low Impact Tolerance: the HSA has a highly significant importance that cannot be replaced and so the infrastructure should not pass anywhere near the area.
2. Moderate Impact Tolerance: the HSA has a significant importance that can is difficult to replace without significant mitigation measures.

3. High Impact Tolerance: The HSA is important but can be replaced with proper mitigation planning.

Note that it is understood that in the case of impacts that can indeed be mitigated, this would occur at subsequent phases of the project in close collaboration with the implicated land user.

The Consultant shall work directly with the GACIOs to identify the different criteria applied by land users to qualify the impacts as per the categorization included above. These criteria must be included in the analysis of HSAs in the final report.

The Consultant will be responsible for maintaining a record of all HSAs identified during discussions. The list of HSAs will be used at many development stages for the proposed infrastructures, so it is essential that they be well identified, using GIS tools. The distribution of this information shall be limited to the GACIOs and the Client, and should not be treated as public.

## 8.5. Archaeology and Cultural Heritage Survey

Archaeology is viewed as a key component to gaining social acceptability from the local Cree population for the infrastructure proposed as part 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. They are also fragile resources that can be compromised by the opening up of the territory to development. The archaeology and cultural heritage survey at the Pre-Feasibility Study is intended to be a "desktop exercise" that also includes preliminary information from elders and land-users provided through workshops associated with the identification of HSAs. Its principal objective is to compile existing information and to set the stage for a more detailed and complete study of archaeological potential and heritage in the Feasibility Study. The work for this study will include the following elements:

### 8.5.1. Compilation and review background information

The Consultant will prepare an inventory and critical summary of all previous archaeological work carried out in the general area of each section of the proposed Phase II and III developments. This work will include at least the following elements:

- Mapping of known archaeological sites for using information from the *Inventaire des sites archéologiques du Québec* (ISAQ);
- Summarizing information concerning these sites in tabular form, including the type of archaeological intervention (inventory, excavation, etc.), year and administrative context of the intervention, present state of the site (if known), summary of findings and possible significance of the site;

- Summarizing existing archaeological and historical knowledge concerning each of the broad development zones for Phases II and III;
- Summarizing other significant work (for example, paleo-environmental or historical studies) that could provide context for understanding the archaeology and history of the proposed development zones for Phases II and III.

### 8.5.2. Information provided by elders and land users

The Consultant will collaborate with the GACIOs to help ensure community input on defining areas of archaeological or heritage interest in the context of workshops to define HSAs (see Article 8.4). In this context, the Consultant will:

- Consider areas of historical and cultural significance for individuals, families and the community, for each Cree trapline intersected by—or, in close proximity to—the proposed preliminary development,
- Provide preliminary ideas and information concerning sites or areas of archaeological and cultural heritage interest to GACIOs in a form suitable for discussion and consideration by elders and land-users at the workshops to define HSAs;
- Consider information from community processes established to provide similar input from Inuit, Naskapi and Innu in their respective areas of interest;
- Summarize possible significance of this information for the eventual identification of archaeological or (non-archaeological) heritage sites.

For the tasks listed above, the GACIOs may seek input and involvement of other local actors such as cultural coordinators.

### 8.5.3. Report

The Consultant will prepare a report detailing the work on Archaeology and Cultural Heritage (as described above) to be included as a section in the Socio-Environmental Report; this will include, but is not limited to, the following information:

- Maps of known archaeological sites, as well as background information and summaries as per Article 8.5.1.
- Maps and relevant information on HSAs, as per Article 8.5.2.
- Identification of the different Cree stakeholders and knowledge-holders within the study area, specified according to Phase and work sector;
- Recommendations for carrying out Archaeology and Cultural Heritage work in subsequent studies (Feasibility Study, ESIA, etc.), including:
    a) Preliminary geographic analysis of the terrain and "broad brush" assessment of areas, or types of areas, to be prioritized during in future studies;
    b) Outline of the methodology and general criteria for a detailed archaeological potential study on the broad corridor (20 km on either side of preliminary corridor);

c) Scope of field work, including archaeological reconnaissance visits with elders or land-users, initial site inspections and on-the-ground verification or validation of criteria;

d) Additional consultations with elders or land-users;

e) Evaluation of data or materials required for detailed potential study, for example, digital terrain or remote sensing data;

f) Background studies to provide contextual information or tools for identifying sites (for example, historical or paleo-environmental studies);

g) Detailed follow-up work concerning especially significant cultural or historic sites that fall *outside* of the "broad corridor" of 20 km on either side of the preliminary corridor, or outside of the traplines intersected by the preliminary corridor, with justification;

h) Enhancement of community engagement related to archaeology and cultural heritage work in the context of the Feasibility Study;

i) Any other information relevant to ensuring the overall quality of the archaeology and cultural heritage research related to La Grande Alliance;

j) Preliminary cost projections.

### 8.5.4. Additional considerations

It should be noted that almost no archaeological work was done prior to the original construction of the Billy-Diamond Highway. 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.

For the purpose of presenting existing archaeological information described in Articles 8.5.1 and 8.5.3 (above) the study area will be a "broad corridor" of at least 20 km on either side of the preliminary development corridor. For the purpose of presenting any cultural heritage information or HSA as described in Article 8.5.2, the area of concern will be the entire traplines intersecting with or in close proximity to the preliminary development corridor.

The general orientation of the work must conform to the principles of "preventative archaeology" as outlined in the Archéo-Québec document on this subject (Gagné, Hébert, and Pintal 2012).

As per Article 8.5.2, above, work should consider all potential heritage / cultural sites identified by local elders and land users (including the Inuit, Naskapi and Innu; these groups will be engaged via the Steering Committee).

Work related to the deep-sea port at Whapmagoostui must consider the cultural importance of the region for both Cree and Inuit cultures. The assessment must include more recent historical events in the area and historic use of the marine environment by both cultures. Special consideration of changes in relative sea levels will be especially significant for this coastal area, where ancient coastal sites are often located further inland.

## 8.6. Impact on Communities in Study Area

### 8.6.1. Impacts in Built-up Areas within Study Area

Phases II and III imply the possibility of the proposed infrastructures, including the deep-sea port within the existing community of Whapmagoostui/Kuujjuarapik. Thus, the Consultant must investigate the potential impacts of the project on the residents of the community, most notably:

- Noise pollution
- Decrease in air quality
- Decrease in water quality

The Consultant must, based on scientific research and the use of comparable projects, provide estimates of the level of impacts the proposed infrastructure may have on these factors. Alternatively, if the location of the infrastructure is at a sufficient distance from the community to be a factor, the Consultant must make reference to published research in terms of distance thresholds regarding these potential effects.

This extends to safety issues associated with increased traffic along the corridor due to the proposed infrastructure. This shall take the perspective of living near the infrastructure as well as using the actual infrastructure.

### 8.6.2. Survey of Other Potential Social and Health-related Impacts

The Consultant shall conduct a review of the extant scientific literature as well as comparable infrastructure projects to present a list of social and health-related impacts of infrastructure-related projects, examples of the nature of these impacts as well as potential mitigation measures put in place elsewhere to address such problems. The idea of this sub-task is to begin an initial reflection regarding what types of social impacts should be contemplated as a function of the nature of the proposed projects, how these impacts have manifested themselves elsewhere, and the types of measures that have been used elsewhere and their corresponding effectiveness. Note that comparables should be a mix of projects carried out in the region as well as other projects done in similar environments and/or among First Nations populations.

The Consultant shall present this preliminary list to the GACIOs for discussion purposes, and the final draft should be reviewed with the Steering Committee. Furthermore, the issues reviewed should include recommendations regarding further investigations on the topics qualified as most important following discussions with the communities and other stakeholders.

### 8.6.3. Training Opportunities

The Consultant should identify the different training niches that should be favoured, first during the construction and then the operations of Phase II & III - 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 7.2.4, 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 future training committee responsible for overseeing the implementation of training programs as early in the future phases of the project as possible.

### 8.6.4. Other Regional Stakeholders

The Consultant should plan to facilitate public information and consultation sessions in each of the Naskapi, Innu, Inuit and Jamesian communities directly impacted by the infrastructures proposed in Phase II & III, namely:

- Kawawachikamach
- Kuujjuarapik
- Umiujaq
- Sanikiluaq
- Radisson
- Schefferville
- Matimekush-Lac-John
- Matagami
- Chibougamau
- Chapais

Additional communities may be added to this list by the Steering Committee as it may see fit.

The sessions should include a presentation regarding the overall objectives of La Grande Alliance, the three phases of the Infrastructure Program of La Grande Alliance and the objectives of the consultation. Participants should be invited to voice their comments and concerns.

Events should be planned and scheduled through the Steering Committee. A representative from the Client as well as certain GACIOs may wish to be present at these sessions.

### 8.6.5. Management of Residual Materials

The Consultant shall refer to existing documentation with regards to models for the proper management of residual materials in northern and isolated regions for large transportation infrastructure projects to recommend best practices in this regard. Recommendations must be consistent with existing rules and regulations for the region.

## 8.7. Survey of Terrestrial Environment

The survey of the terrestrial environment includes an analysis of the flora and fauna in the region including wildlife populace, species at risk and watershed cachments and wetland areas. The survey of Flora & Fauna and Species at Risk in the study 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 is expected to present the preliminary findings of the work covered in this article 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.

### 8.7.1. Flora & Fauna

The examination of all flora and fauna should be based on the overarching methodology of avoidance, mitigation and compensation when it comes to the impacts of development on the natural environment. While the Pre-Feasibility study is far less elaborate than what would be undertaken in an ESIA, the spirit of the required analysis should remain within this approach.

The Consultant should complete, as soon as possible, a Demande d'information faunique form addressed to the MFFP – Direction de la gestion de la faune du Nord-du-Québec (secteur des operations regionales) 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 Infrastructure Program. 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). The Consultant shall also consult the *Centre de données sur le patrimoine naturel du Québec* (CDPNQ) to identify any special status species within the study area. Finally, the Consultant, through the GACIOs, shall engage regional Cree entities (Cree Nation Government and Cree Trappers Association), to examine the feasibility of referring to Cree databases regarding harvest levels, organized by trapline, of important wildlife species in the study area.

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 railway 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 Phases II/III. This information should be validated with land users through the GACIO. The Consultant shall identify gaps in the existing data and recommend locations for fishing reconnaissance work to be conducted at the Feasibility Study phase.

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

### 8.7.2. Species at Risk

The Consultant should consult the list of Species at Risk Act (SARA - federal) as well as the *Liste des espèces fauniques menacées ou vulnérables* and the *Réglement sur les espèces floristiques menacées ou vulnérables et leurs habitats* (Québec) to identify any such species found within the study area and/or any species slated to be designated as such by either level of government in the future. The Consultant must identify any potential impacts of the proposed infrastructure corridors on these species as well as any potential Critical Habitat, and refer to published documentation regarding mitigation measures introduced elsewhere to address these impacts.

Special attention should be given to the woodland caribou (Rangifer tarandus caribou) as the proposed railway along the BDH intersects with critical habitat for the Assinica and Nottaway herds. Similar attention should be given to migratory caribou (Rangifer tarandus), as the proposed infrastructures intersect with the migration routes of the Leaf River herd (road and railway to Whapmagoostui/Kuujjuarapik) and the George River herd (extension of the Trans-Taiga road to Schefferville). In all cases, the Consultant shall utilize data held by the MFFP regarding current spatial and temporal habitat use within the study area. Furthermore, the Consultant shall include a review of any impacts of the project to designated fish species as well as fish valued by First Nations' subsistence economies, both for inland and coastal.

Finally, the Consultant shall evaluate the potential for the movement of invasive species into the territory via new transportation axes. To this end, the Consultant shall consult on the topic with representatives from MELCC (flora) and the MFFP (fauna).

### 8.7.3. Wildlife Management

The Consultant should consult government statistics regarding non-Cree sports hunting and fishing in the study area (http://www.mffp.gouv.qc.ca/faune/statistiques/index.jsp). This could be complimented by Cree harvest data held by regional Cree entities (Cree Nation Government and/or the Cree Trappers' Association), pending their prior approval. Access to this data may be framed by a confidentiality and non-disclosure agreement.

The Consultant should refer to scientific literature with regards to the potential impacts of increased road networks on the territory and the subsequent impact on wildlife species, as discussed in Article 8.7.1.

The Consultant should refer to the worker projections for the Construction Phase of the infrastructures under study 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.

The Consultant should identify any gaps in available information regarding harvesting rates within the study area and present recommendations for future phases to address this issue.

### 8.7.4. Watersheds and Wetlands

The Consultant shall gather all relevant spatial information regarding watershed catchment and wetland areas. 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.

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/RapportEeyouIstchee_EN.pdf).

The Consultant should work closely with the GACIOs to review the current use of wetland areas in the study 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 other important habitats located in the vicinity of the study area. To this end, the Consultant should first work with the Cree Nation Government 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 of the proposed infrastructure 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.

## 8.8. Protected Areas

The Consultant shall include in his analysis an exhaustive inventory of all areas within the study area currently found on the *Registre des aires protégées du Québec* (https://www.environnement.gouv.qc.ca/biodiversite/aires_protegees/registre/).

Along with infrastructure, increasing the current network of protected areas in the territory form the backbone of the Grande Alliance initiative. In particular, the goal is to create a network of protected areas that assures ecosystem connectivity across the territory, thereby allowing the movement of wildlife, assuring viable populations of wildlife in the future as well as offering protection to species particularly vulnerable to development. The infrastructure proposed in Phases II/III must be developed in a manner that they co-exist with existing and future protected areas in a manner that allows each to achieve their desired objectives.

The Consultant will pay special attention to regions where the proposed network of protected areas overlaps with the infrastructure upgrades (see Appendix VIII). 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 8.7.1. The Consultant shall refer to the extant scientific literature regarding specific issues regarding linear infrastructure and the segmenting of habitat, in Canada and abroad. Furthermore, the Consultant shall present a list of potential mitigation options to ensure the connectivity of protected areas across the infrastructure corridors, including the advantages, disadvantages and relative costs of different measures.

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.

The Consultant shall also consider all temporary protected areas, refuges and other conservation designations within the study area. It is important to understand that the responsibility for protected areas within the government of Québec will vary according to the legal status of the area, such that the Consultant shall verify with the MERN, the MFFP as well as the MELCC as part of his research.

## 8.9. Survey of Marine Environment

The following article refers uniquely to the proposed deep-sea port in the Whapmagoostui/Kuujjuarapik area.

### 8.9.1. Oceanography

The Consultant shall characterize the marine environment of Hudson Bay in the immediate vicinity of Whapmagoostui/Kuujjuarapik as well as at a regional scale. The examination shall include a characterization of a radius of 100-km from the port towards designated shipping corridors linking the port to nearby regional ports (e.g. Churchill, Manitoba; Kuujjuaq, Qc; Iqaluit, Nunavut) as well as to other international ports (the Consultant can propose an alternative distance that adequately covers the vicinity of the port).

The following regional-scale data should be compiled, taking into consideration seasonal and inter-annual variations:

- Depth charts and bathymetry;
- Dominant currents by season;
- Tide charts;
- Wind rose maps;
- Temperature data and Freeze-up period (and recent trends related to climate change);
- Evolving sea ice conditions (landfast ice and floes);
- Salinity;
- Nutrient loading;
- Water quality (turbidity, suspended solids, true colour);
- Other parameters of interest proposed by the Consultant.

The Consultant shall identify the major gaps in existing data as a function of what is expected to be required at the ESIA stage, especially considering the multiple jurisdictions that overlap in this part of the Study Area.

### 8.9.2. Marine Ecosystem

The Consultant shall review existing data regarding the marine ecosystem, with special attention to the area within a 50-km radius of the port. This should include, but not be limited to:

- Primary productivity;
- Important marine habitat;
- Fish communities and populations;

- Marine mammal populations (including migration routes);
- Benthic invertebrates;
- Waterfowl;
- Shorebirds;
- Other data of interest proposed by the Consultant.

Special consideration should be given to animal species important to the Cree and Inuit subsistence economy.

The review should include recent research related to the effects of underwater noise pollution, particularly on marine mammals, as well as proposed mitigation strategies to reduce it.

## 8.10. Marine Protected Areas

The Consultant should conduct an inventory of current or planned Marine Protected Areas (MPAs) in the Hudson Bay region, as well as any other conservation areas that should be considered in the planning of the port.

### 8.10.1. Existing Laws, Regulations and Permitting Requirements

The Consultant shall review existing legislation regarding the Impact Assessment process for projects within the marine environment, accounting for the different jurisdictions applicable to a deep-water port at Whapmagoostui/Kuujjuarapik. This analysis shall include, but not be limited to, the Eeyou and Nunavik Inuit Marine Regions. Special consideration shall be made to addressing the issue of project segmentation. To this end, the Consultant shall refer to comparable port projects elsewhere in northern Canada.

The Consultant shall prepare a table with regards to all applicable laws and legislation as well as all permitting requirements regarding the transportation of petroleum products in marine environments.

### 8.10.2. Low Impact Shipping Corridors Initiative

The Consultant shall include an analysis of the Government of Canada “Low Impact Shipping Corridors Initiative” introduced by Transport Canada in 2017. Namely, the analysis should include potential funding opportunities under this program, its objective and relevance to the objectives of La Grande Alliance as well as any other relevant items to inform future discussions.

## 8.11.Climate Change

The Consultant shall compile all information and projections regarding climate change in the study area. The analysis should include a review of studies that examine the cumulative impacts of climate change and other drivers of large-scale environmental change, namely anthropogenic drivers such as forestry and hydroelectric development. The analysis should be limited to the areas immediately adjacent to the infrastructures under study.

The analysis must also include existing and developing models regarding forest fire risks in the area, both from natural and anthropogenic causes, as they relate to climate change. In addition, 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/RapportEeyouIstchee_EN.pdf). The effects of climate change should be considered and included in the development of design criteria as part of Task 4 – Technical Survey.

## 8.12.Strategic Partnerships with Universities and/or Research Institutions

La Grande Alliance Infrastructure Program involves a wide range of changes to the Eeyou Istchee territory as well as to neighbouring regions. Many areas currently untouched by development will become integrated into the regional economy. The scope and scale of such change may be difficult to fully capture in an ESIA. It is therefore of interest to consider more long-term, comprehensive academic, primary and peer-reviewed research to fully document and understand these changes.

Furthermore, a clear objective of La Grande Alliance is the engagement of local communities in the development process. As such, research carried out within the context of La Grande Alliance must conform to the same objective. That is, it is expected that the conception, development and implementation of research be done in consideration of community interests and concerns. Research should be seen as an collaborative opportunity to not only create new knowledge, but also a means to integrate Cree Traditional Ecological Knowledge as a valid and rich source of information into the research process.

The Consultant must evaluate the possibility of developing long-term partnerships between regional and local Cree entities, universities and other research-based institutions at a national and even international level to conduct primary research on a variety of topics related to La Grande Alliance.

The evaluation must include examples of partnerships on other infrastructure projects, governance structures developed to oversee such partnerships and the research projects themselves as well as research initiatives that involve First Nations populations (including the integration of Traditional Ecological Knowledge – TEK – into the research process). Other parameters to investigate are realistic timelines to put such an initiative in place, timelines

required to undertake quality, peer-reviewed research, as well as the financing required (with an indication of complementary funding sources).

The Consultant should conduct interviews with academic researchers active in the north as well as university administrators to gauge the interest in developing such an initiative. Discussions should revolve around the interest of research partners to develop an institute that goes beyond current models towards something in which the communities play an active role. Training and providing basic laboratory services to community and regional entities should also be discussed.

The Consultant should report his findings back to the Steering Committee prior to his finalizing this section of the final report to get an appreciation of local perceptions of this work, as well as to identify potential stakeholders with whom to gather additional information if necessary.

## 8.13. 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 Survey. This report should be a stand-alone report, or can be merged with the Market Survey & Comprehensive Economic Assessment 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 at the Feasibility Study phase, as well as ultimately planning for the ESIA stage of the project. The first draft of the Socio-Environmental Survey report shall be due on **14 March 2022**, for review with the GACIOs. The final draft of the Pre-Feasibility Study shall be submitted at the completion of the Mandate, scheduled **31 May 2022**.

The report should include a compilation of all areas for which there is currently insufficient data and published information. Here, the Consultant shall make recommendations for sampling strategies at the Feasibility Study stage, as well as timelines and an estimate of costs.

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.

The Consultant must include with the final report all data collected, with their sources, as well as information gathered from consultations with Cree communities and land users and summaries of interviews conducted.

# 9. Task 4 – Technical Survey

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

Phase II

- Construction of a new railway track between km 257 and km 544 of the Billy-Diamond Highway
- Construction of a new road from Radisson to Whapmagoostui/Kuujjuarapik
- Extension of the north end of Route 167 to connect to the Trans-Taiga road

Phase III

- Construction of a new railway track from km 544 of the Billy-Diamond Highway to Whapmagoostui/Kuujjuarapik
- Construction of a deep-water port at Whapmagoostui/Kuujjuarapik
- Extension of Trans-Taiga road eastward to Schefferville

All infrastructure is expected to be constructed in territory not previously impacted by development (herein referred to as unconnected), except for the new railway track between km 257 and km 544 of the BDH which is expected to run alongside the highway as much as possible. As such, a major objective of the Pre-Feasibility Study is to identify and propose alignments and locations that have the least amount of risk, especially in terms of environmental sustainability and overall social acceptability of the proposed infrastructure.

Field data and information available to the Consultant over the course of the study is limited to that obtained through the GACIOs over the course of the determination of HSAs as described in Article 8.4. The Consultant must ensure that the information obtained regarding the HSAs is prioritized as it strongly influences the social acceptability of the proposed infrastructure.

## 9.1. Data Gathering Strategy

The data gathering strategy for the Pre-Feasibility Study shall be based on two groups of data – terrain profiles and comparables. In the Proposal Submission, the Consultant shall list potential data sources as well as his strategy to procure the two groups of data.

For terrain profiles, the Consultant shall gather information related to the geomorphology of the region paying close attention to attributes that impact infrastructure over long time horizons such as permafrost conditions and sedimentation along the coast and inland water bodies. Similarly, for the port location, the Consultant shall gather bathymetric data of the region of Hudson's Bay adjacent to Whapmagoostui/Kuujjuarapik. Lastly, the Consultant shall gather information of the climatology of the region including future

projections. This will help inform the different scenarios related to changes in the geomorphology and bathymetry of the region.

The list of potential comparable projects shall be pertinent to benchmarking the different types of infrastructure. They must also account for the challenges involved, such as construction in unconnected areas as well as complex terrain such as sporadic permafrost zones (SPZ) and the extensive discontinuous permafrost zones (DPZ), especially in the area located immediately north of Whapmagoostui/Kuujjuarapik along the Hudson Bay coast. This should include details regarding the dates these projects were carried out, their locations, the justification for their use as comparables. The Consultant shall prioritize benchmarking against Canadian projects that share similar characteristics, such as the Inuvik-Tuktoyaktuk Highway, or international projects in regions with similar weather and subsoil. 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 shall be reviewed with the GACIOs and submitted for information to the Client no later than **16 August 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, especially with regard to the HSAs, and the overarching consideration of Social Acceptability of the proposed infrastructure. The analysis must be sufficient to provide a range of cost estimates with an average targeted margin of error of ***no more than 85%.*** The Consultant is responsible for designing the scope of analysis in light of this target, and should communicate with the Client immediately if they believe that reaching the **85% 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 **85% target.**

The Consultant shall include all the data sources reviewed in the context of this Mandate, if licensing conditions allow, 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 new raw data collected during the definition of the HSAs in the context of this Mandate for any other use or project without the expressed written authorization of the Client is forbidden.

## 9.2. Coordination with GACIOs

Although the Pre-Feasibility Study is expected to be a desktop exercise, the Consultant shall have access to specific on-site data in the study area in the form of work carried out by land users through the GACIOs during the definition of HSAs as outlined in Article 8.4 and through Traditional Ecological Knowledge. Close collaboration between the GACIOs and the

Consultant Liaison Officer will be required to optimize the relevance of data sourced in this manner.

The Consultant shall continuously review all the data collected as part of the Technical Survey 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 proposed infrastructure. With this in mind, the Consultant is encouraged to engage the community throughout the Technical Survey 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 during the definition of HSAs.
- 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.

## 9.3. Deliverables

The main portion of the report shall contain a summary of the data collection strategy, including the various data collected followed by the main findings in the subsequent articles of the technical portion of the Pre-Feasibility Study. This includes the design criteria of the infrastructure, preliminary location/alignment of the infrastructure and major civil engineering structures.

The report must also contain a preliminary analysis of the technical feasibility by summarizing the challenges related to the construction of the infrastructure and construction methods that can mitigate them. The report shall have a section dedicated to infrastructure in permafrost as several infrastructures are impacted by discontinuous permafrost. The report must make recommendations related to the field surveying required in subsequent stages of the project as well as an optimized schedule and forecast for its execution.

Lastly, the report must indicate baseline figures related to cost for scenarios derived from high impact factors. The costs shall include the cost of all surveying, including transportation,

permitting, setting up of field camps, fly-in fly-outs and the field work. The cost shall also include a preliminary estimate of construction costs.

## 9.4. Infrastructure Design Criteria and Location

The Consultant shall synthesize the most critical criteria that define the design, alignment, and location of the different infrastructures based on the data of the terrain profiles, comparables and the HSAs. These criteria shall form the basis of selecting the optimal corridor during the feasibility study and design phases of the project, so the Consultant is expected to take a long-term outlook.

The Consultant is expected to provide preliminary options related to the alignment options of the different infrastructure. The Consultant must account for the rights conferred to the Société d'énergie de la Baie-James (SEBJ), and by extension Hydro-Québec, through Section 8 of the JBNQA which may impact the alignment of specific infrastructure. The Consultant is encouraged to approach the road alignments in conjunction with the track alignments, especially the road from Radisson to Whapmagoostui and the two new railway lines to estimate the crossings as the infrastructures may overlap. This refers to the railway track from km 257 to km 544 of the BDH which is expected to follow the highway as much as possible and the road and railway track from the La Grande River to Whapmagoostui (note that from this point northward, the road alignment will be subordinate to the railway as the requirements for the latter exceed those of the former). In the case of the portion between Radisson and Whapmagoostui, it is recommended that the Consultant identifies the alignment of the railway prior to the road to better accommodate constraints in the environment.

The Consultant shall include climate change projections for the region, as per Article 8.11, as design criteria for the infrastructures under study.

### 9.4.1. Roads

The Consultant shall review the different criteria that apply to different roads on the territory according to the owner, responsible entity and/or targeted industrial use (forestry, passenger traffic, mineral transport, etc.). The Consultant shall identify all cases where the criteria diverge significantly, as these will present important constraints in future steps of the proposed infrastructure. Here, the Consultant shall make recommendations to streamline criteria based on the most likely future use of the infrastructures, based on results from the Market Survey & Comprehensive Economic Assessment. These recommendations must be validated by the relevant Québec government ministry or entity (MFFP, MERN, MTQ, SDBJ) prior to its finalization.

The Consultant is required to make preliminary recommendations related to the design and alignment of the roads based on the results of the market survey and field work conducted as a part of identifying HSAs.

Regarding the potential roadway between Radisson – Whapmagoostui/Kuujjuarapik (specifically north of La-Grande River), the Consultant shall first analyze the required parameters for the railway, as it is assumed that the parameters of the road will be subordinate to it.

In general, the standards for design must be based on Provincial and Federal compulsory standards and internationally accepted standards. Specifically, the design and alignment must account for:

- Design speed
- Number of lanes
- Lane width
- Shoulder width
- Horizontal alignment (Minimum curve radius and maximum super elevation)
- Vertical alignment (Maximum gradient and crest and sags)
- Minimum stopping sight distance

The Consultant may include additional pertinent design criteria as required over the course of the study. Note the following additional information for the roads:

- There have been previous pre-feasibility studies conducted for the Radisson-Whapmagoostui road including alignment recommendations in the Grande-Baleine project impact assessment.
- Distinct ownership and responsibility status for the different highways that are part of the Pre-Feasibility Study Area (BDH, Trans-Taiga road and Route 167).
- Physical condition of the current highways under study (BDH, Trans Taiga and Route 167, especially the final 97 km of road to the Renard mine that was conceived as a mining road and not a roadway for generalized use), as well as the main throughways that are adjacent to these highways (Route-du-Nord).

The Consultant shall use this information to propose preliminary corridors as a function of terrain, potential users/sponsors, and HSAs with Low Impact Tolerance that will form the basis for analysis in future phases of the project. The Consultant shall clearly indicate the expected results of field surveys along the different corridors that would best validate the viability of the alignments. Furthermore, the Consultant shall include recommendations regarding existing stretches of highway that may require additional surveying, repairs and other measures to bring them to the level required to conform to current Québec highway standards.

The Consultant shall take into consideration existing regulations with regards to signage on roadways within public lands (https://mffp.gouv.qc.ca/wp-content/uploads/Guide-signalisation-2020.pdf).

### 9.4.2. Rail

The Consultant is required to make preliminary recommendations related to the design and alignment of the railway track based on the results of the market survey and field work conducted as a part of identifying HSAs.

Regarding the potential railway between KM544 – Whapmagoostui/Kuujjuarapik (specifically north of La-Grande River), the Consultant shall first analyze the required parameters for the railway, as it is assumed that the parameters of the road will be subordinate to it.

In general, the standards for design must be based on Provincial and Federal compulsory standards and internationally accepted standards. Specifically, the design and alignment must account for:

- Freight (volumes and types of goods) and passenger transport
- The subsoil and overburden of the area

The railway line as a part of Phase II is expected to run parallel to the Billy-Diamond Highway as much as possible. Similarly, the railway line in Phase III is expected to run parallel to the road constructed in Phase II 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.

The Consultant shall also provide guidance on the railway track constituents suitable for the subsoil and overburden of the area. 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

The Consultant shall place close attention to the analysis of the new railway track studied as a part of Phase I of La Grande Alliance Infrastructure, especially for the Phase II railway track, as it is essentially a study in its extension further north with similar requirements in

terms of following the BDH. Furthermore, the Consultant should consider in its analysis the current state of railways immediately adjacent to the territory, namely the line towards Matagami as well as the line connecting Chapais to the Lac-Saint-Jean region.

The Consultant shall use this information to propose preliminary corridors as a function of terrain, potential users/sponsors, and HSAs with Low Impact Tolerance that will form the basis for analysis in future phases of the project. The Consultant shall clearly indicate the expected results of field surveys along the different corridors that would best validate the viability of the alignments. Special consideration must be given to any areas where the proposed road corridor is found in areas of discontinuous permafrost, with specific recommendations to account for these areas as well as any required fieldwork to map these areas in detail in subsequent phases.

### 9.4.3. Deep-water Port

The Consultant is required to make preliminary recommendations related to the location of the port, design of port facilities and ancillary infrastructure based on the results of the market survey and field work conducted as a part of identifying HSAs. In general, the standards for design must be based on Provincial and Federal compulsory standards and internationally accepted standards. The location and design may account for:

- Vessel fleet as a function of potential users
- Allowable wave heights as a function of vessel fleets
- Channel and basin width and depths
- Circulation
- Ice forces
- Causeway and breakwater design
- Dredging
- Connectivity to communities and proposed infrastructure

The port should also consider the future underwater fiber optic cable originating in Chisasibi that is meant to service the isolated coastal communities in Nunavik.

The vessel fleet to be serviced by the port will be a function of the potential users identified in the market survey which will in turn inform decisions regarding the allowable wave heights. Due to the lack of plentiful research related to infrastructure projects in the Hudson Bay area, the Consultant has the flexibility to define the design criteria as a function of the bathymetric data collected and the market research.

The Consultant shall propose potential locations for the deep-water port based on the data points listed above. Based on the different locations, the Consultant shall advise on the design of the port facilities as well, namely the different kinds of design concepts to be explored over the course of future phases of the project. Lastly, the Consultant shall provide

an overview of ancillary infrastructure (fuel, energy and communication) to be explored over the course of a Feasibility Study as a function of location, operations, governance and specialization, if applicable.

## 9.5. Civil Engineering Structures

The Consultant must analyze the major civil structures that will need to be constructed as a part of the primary infrastructure. One of the more complex challenges will be the construction of bridges across some of the larger rivers in the region. For this, the Consultant shall make use of studies conducted by Hydro-Québec during the construction of hydroelectric generating stations in the La Grande watersheds which provide information regarding water courses such as the Rupert, Eastmain, Opinaca and Caniapiscau Rivers (altered flows) as well as the Grande Rivière de la Baleine (unaltered flows).

The 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. This should include any relevant federal regulations with regards to the protection of fish and fish habitat.

Note that all civil engineering structures should conform to existing regulations with regards to the *Norme relative aux ponts et ouvrages amovibles dans les forêts du domaine de l'État* (https://mffp.gouv.qc.ca/wp-content/uploads/norme-ponts.pdf). Furthermore, with regards to bridges and crossings over large bodies of water that will require significant support structures, joint discussions may be required between federal and provincial authorities. The Consultant should identify these structures in the report.

## 9.6. Construction Overview

The Pre-Feasibility Study must provide an overview of the construction methods and the complications and mitigation measures involved in the construction of the proposed infrastructure. Due to the different locations and alignments, the study shall provide an overview of construction as a function of the general area instead of specific alignments. However, it will be important and necessary to highlight factors that impact specific alignments or locations.

This overview must also expand on the special consideration related to permafrost, especially in areas located immediately north of Whapmagoostui/Kuujjuarapik along the Hudson Bay coast. The Consultant shall refer to existing standards defined for construction in permafrost such as those defined by the Standards Council of Canada and research by academics and government organizations such as the National Research Council of Canada and Polar Knowledge Canada.

The works proposed in Phases II/III are all found north of the commercial forest limit. Nevertheless, all wood determined to be within commercial dimensions found within the study area must be subject to discussions with the MFFP with regards to the potential recuperation of cut timber. Thus, the Consultant must identify areas within the study area with high potential for commercial grade lumber to be studied in future phases. The Consultant shall provide a breakdown of all relevant construction and operations permits required by geographic sector, considering the different jurisdictions and responsible government ministries within the territory. Furthermore, the Consultant shall propose a means to simplify and streamline provincial permitting requirements that must be reviewed with the relevant ministries and entities (MFFP, MERN, MTQ, SDBJ) prior to finalization.

Lastly, the Consultant shall provide rough, “ballpark” figures related to the construction costs of the different proposed infrastructures. Due the large number of unknowns at the stage of the project, the costs may be provided as a range with indications as to the factors that will have the biggest impact on the costs.

## 9.7. Field Work Planning

The main end result of the technical component of the Pre-Feasibility Study is to identify the field work that will be required during the course of the Feasibility Study as well as all related planning. The Consultant shall detail the data procurement requirements based on the type of infrastructure and its location.

Apart from the railway line that follows the BDH, the rest of the infrastructure is in mostly isolated areas. Due to the remoteness of these study areas, it is expected that surveying will involve a combination of field camp installations and fly in/fly outs. The Consultant shall identify the most effective method of optimizing costs (financial and environmental footprint)

while ensuring sufficient information is collected by providing an analysis of geographies that would benefit most from the two forms of surveying.

The Consultant shall provide details regarding the different permitting requirements associated with surveying in the study area. The Consultant shall also advise on optimizations related to minimizing the number of surveying trips to the region and capitalizing on ground conditions during the winter. Based on these optimizations, the Consultant shall put together the ideal schedules for conducting the field work as well as an estimation of the total costs involved for various scenarios of field camp installations and fly in/fly outs including transport, permitting, deforestation and the actual surveying.

# 10. Task 5 - Contingency and Mitigation Planning

The following tasks will be included in the final Pre-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 II and Phase III 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 categories of risks covered in this analysis include, but should not be limited to:

- Financial Risks
- Market Risks (demand for minerals, lumber, other)
- Technical Risks
- Social Risks to the local population (including public safety risks)
- 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 Pre-Feasibility Study is (1) to conduct an initial inventory 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 broad mitigation strategy to address issues in the project area. This strategy may be based on information found in sources analyzed over the course of the study such as comparables that address similar issues, and should propose a structure for the creation of indicators that can be measured over time. This structure must be approved by the GACIOs and the Steering Committee and should be communicated in a clear manner to all stakeholders.

## 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 mitigation strategy 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 Pre-Feasibility Study process. The Consultant should include in their budget sufficient time to meet with all relevant stakeholders to present these results.

# 11. Task 6 - 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 #1*, *GD #2* and *GD #3*.**

The Consultant shall submit a draft Table of Contents to the GACIOs on **18 October 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 RFP document 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 **18 April 2022**.

The sections listed below should be included in the Market Survey & Comprehensive Economic Assessment Report (note that the order is for information purposes only):

| | |
|---|---|
| Methodology and Assumptions | |
| Data Points Gathered | |
| Presentation of Economic and Financial Analysis | Impact of Infrastructure on Economy of Region<br>Economic Assessment<br>Preliminary Economic Model<br>Financial Sustainability Analysis |
| Data to be Collected in Feasibility Study | |
| Key Performance Indicators Tracked Over Course of Project | |

The sections listed below should be included in the Socio-Environmental Survey (note that the order is for information purposes only):

| | | |
|---|---|---|
| Methodology and Approach | | |
| Overview of Comparables | | |
| Legal and Regulatory Context | | |
| Recognition of Highly Sensitive Areas (HSA) | | |
| | Areas studied | |
| | Justification | |
| | Scale of Risk and Thresholds | |
| | Parameters for Scale of Risk | |
| Social Factors | | |
| | Cree Land Use | |
| | Servitudes/titles - overview | |
| | Archaelogy | |
| | Community Impact (Water Quality, Air Quality, Noise) | |
| | Training Opportunities | |
| Environmental Factors | | |
| | Terrestrial | |
| | | Protected Areas |
| | | Wildlife Management |
| | | Flora & Fauna/Species at Risk |
| | | Watersheds/wetlands/habitats |
| | Marine | |
| | | Impact on Marine Flora & Fauna/Species at Risk |
| | | Impact on Marine Physical Environment |
| | | Marine Protected Areas |
| | | Impact of Low Impact Shipping Corridors Initiative |
| | Climate change | |
| Strategic partnership with research institutions and universities | | |

The sections provided below should be included in the Final Report (note that the order is for information purposes only):

| | |
|---|---|
| Glossary of Terms | |
| | Technical Terminology |
| | Terms specific to Eeyou Istchee region |
| | Units and acronyms |
| | Commonly Used Cree terms |
| Limitations and reservations | |
| Current situation and analysis of status quo ("do nothing") option | |
| Acknowledgements | |
| Executive Summary | |
| Team and collaborators | |
| Background & Context of Phase II & Phase III Infrastructure | |
| | Introduction |
| | Mandate |
| | History and principal actors |
| | Geography of Project Area |
| | Individual Components of Phase II & Phase III Infrastructure Project |
| | Individual Sections of Pre-Feasibility Study Report |
| Recap of Market Survey Report | |
| | Justification of need for project within the context of Grande Alliance objectives |
| | Potential Users and Uses of Roads |
| | Potential Users and Uses of Railway |
| | Potential Users and Uses of Port |
| Recap of Socio-Environmental Survey Report | |
| | Methodology, comparables and consultations conducted |
| | Major issues identified (Highly Sensitive Areas, other constraints) |
| | Legal obligations |
| | Recommendations for Feasibility Study (data gaps, costs) |
| Preliminary Technical Feasibility Report | |
| | Literature review |
| | Radisson - Whapmagoostui Road |
| | Extension of Route 167 |
| | BDH 257-544 Rail Line |
| | Extension of Trans-Taiga road |

| | |
|---|---|
| | BDH 544 - Whapmagoostui Rail Line<br>Whapmagoostui Deep Water Port<br>Bridges, crossings & culverts<br>Trans-shipment areas, siding, storage & service lanes<br>Port Ancillary Structures and Services |
| Preliminary Alignment/Location | |
| | Radisson - Whapmagoostui Road<br>Extension of Route 167<br>BDH 257-544 Rail Line<br>Extension of Trans-Taiga road<br>BDH 544 - Whapmagoostui Rail Line<br>Whapmagoostui Deep Water Port |
| Field Work Plan - Feasibility Study | |
| | Data Points Requiring Field Work<br>Permitting Requirements<br>Field Camp and FIFO Requirements<br>Optimization of Surveying Period<br>Cost Estimates |
| Construction Phase | |
| | Preliminary data<br>Preliminary timeline and confidence intervals<br>Preliminary labour needs<br>Potential Constraints and recommendations<br>Civil engineering<br>Preliminary cost estimates and confidence intervals |
| Discount rate and Net Present Value (NPV) of project | |
| | Limitations & confidence intervals |
| Potential project proponents and financing opportunities | |
| Project life-cycle | |

# 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.

| **Deliverable** | **Article** | **Due Date** |
|---|---|---|
| Brief report by email | | At least once per two weeks |
| Market Survey & Comprehensive Economic Assessment Report<br>First Draft<br>Final Draft | 7.4 | <br><br>14 Feb 2022<br>31 May 2022 |
| List of Comparables | 8.2, 9.1 | 16 Aug 2021 |
| Socio-environmental Pre-Feasibility Study Report<br>First Draft<br>Final Draft | 8.13 | <br>14 Mar 2022<br>31 May 2022 |
| Mitigation Strategy – table and PowerPoint<br>First Draft<br>Final Draft | 10.3 | <br>14 Mar 2022<br>31 May 2022 |
| Pre-Feasibility Study Final Report<br>Draft Table of Contents to GACIOs<br>First Draft<br>Final Draft | 11 | <br>18 Oct 2021<br>18 Apr 2022<br>31 May 2022 |

Note that all final drafts of reports must be translated into English and French. The costs of all translation work must be included in the proposal.

## 12.1. Meetings with the Pre-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 to co-ordinate efforts related to the execution of the Feasibility Study of Phase I and 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: 14 June 2021 (including presentation of the common methodology with Phase 1 Consultant)
- Meeting 1: 30 August 2021

- Meeting 2: 29 October 2021 (including information sharing meeting with Phase 1 Consultant).
- Meeting 3: 31 January 2022
- Meeting 4: 29 April 2022 (to review draft of all reports).
- Meeting 5: 23 May, 2022

It is expected that the Consultant will engage with the various government Ministries and entities involved in La Grande Alliance (MERN, MFFP, MTQ, Hydro-Québec and SPN). The Client shall be responsible for identifying the relevant contact people prior to finalizing of the contract. The Consultant shall be expected to share his main deliverables and findings with the Grande Alliance Transport Infrastructure Committee. Any additional meetings will fall under Additional Services.

## 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 Pre-Feasibility Study Report.

# 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.

All unresolved claims at the completion of the contract shall be treated under Article 20.4.

## 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. Insurance

The Consultant must possess and maintain valid for the entire period of the Mandate, up until the final submission of all deliverables, a general civil responsibility policy for an amount of at least $2,000,000. The policy must include the following amendments:

- For the duration of the Mandate, the policy cannot be canceled or the amount reduced without providing advanced written notice of no less than 30 days to the Client;
- The Client is co-insured under the policy.

A certificate of insurance must be provided to the Client prior to the awarding of the Mandate.

The Consultant must also possess and maintain valid for the entire period of the Mandate a professional responsibility insurance policy, covering any errors, omissions, fault or negligence in the carrying out of its professional duties. The Consultant must provide a

certificate of insurance prior to signing the Contract. The policy must have a minimum coverage of $2,000,000 per claim.

# 22. 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.

# 23. Miscellaneous

## 23.1. 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.

## 23.2. 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.

## 23.3.Guarantees

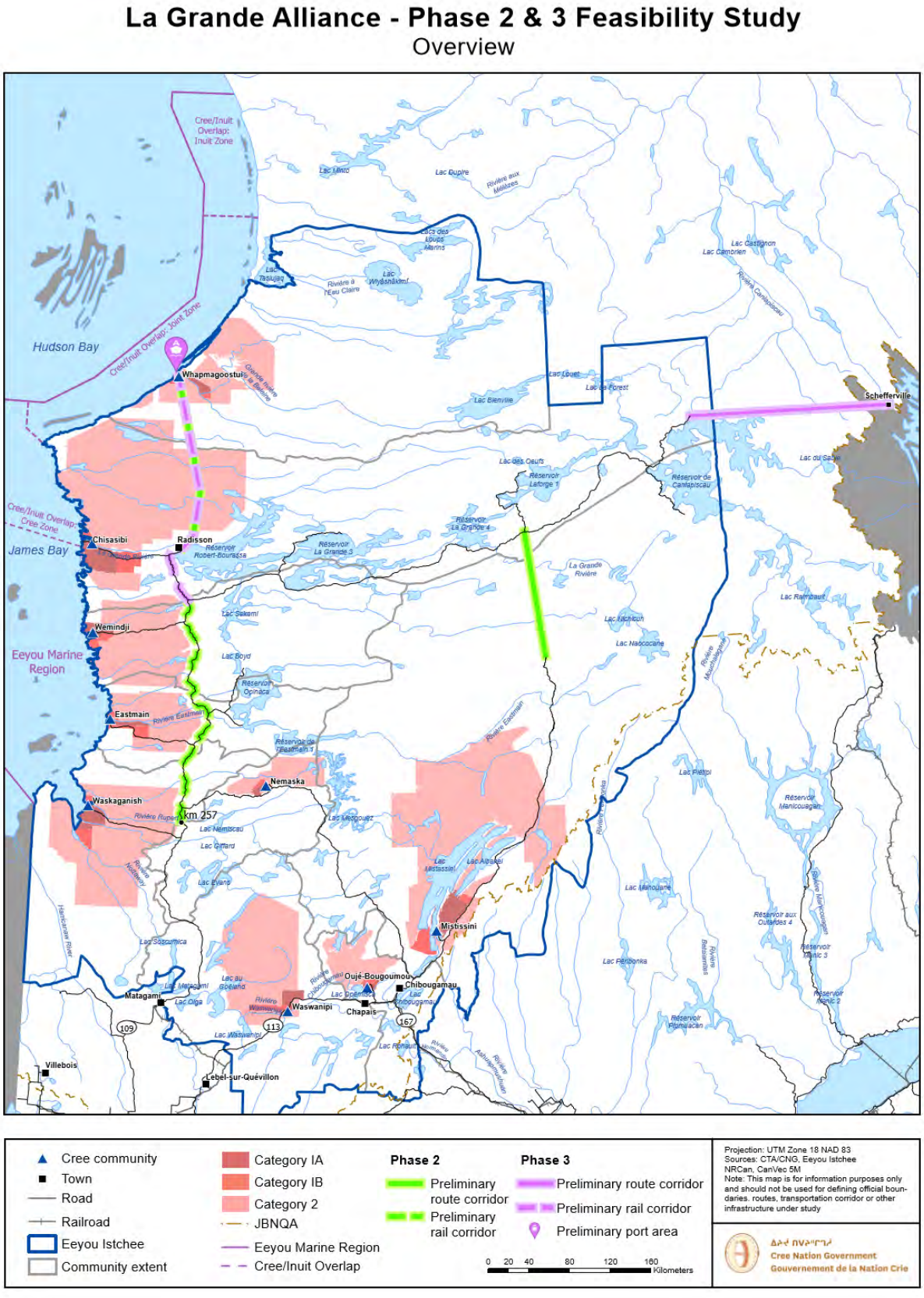
The Consultant guarantees to the Client that they hold all rights that may allow them to carry out the present Mandate, including the license described in the present Section and guarantees the Client against any claim, request or legal actions undertaken by any person in contesting this guarantee.

## 23.4.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



# Appendix II – Qualifications of Project Team

The Consultant is required to share details regarding the Project Team that will be assigned to work on the Pre-Feasibility Study. The Project Team must be a multi-disciplinary team of experts capable of delivering on the economic, socio-environmental and technical aspects of the Mandate.

It is mandatory for the Consultant to submit the curriculum vitae (CV) for each of the Project Team members 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 Project Team is subjected to the conditions described under the Article 3.3 and Article 17.3. To demonstrate compliance, the CVs must clearly demonstrate where each project was executed, the month and year commenced/completed, and how (through what activities and responsibilities) the stated experience was acquired. To facilitate the "blind" evaluation, the Consultant shall modify the CVs by replacing any reference to the firm with the word CONSULTANT. This request also applies to all sub-contractors.

The Project Team shall be composed of three groups of expertise – Project Management Office, Primary Resources, and Secondary Resources. The composition of the Project Team will serve as the basis for the evaluation criteria under "Qualifications and Experience of Project Team" found in "S2 - Competence and Experience of Consultant" in Appendix III.

Project Management Office

The Project Management Office will include a Consultant Project Director and a Consultant Liaison Officer.

The Consultant Project Director shall lead the project team and shall have education, professional certifications and experience that will be sufficient to direct and manage the project. The Consultant Liaison Officer will be responsible for planning and executing consultation and information sessions in Cree communities, coordinating activities involved in the definition of HSAs and participation and organizing all meetings with the GACIOs, including recording, distributing and organizing meeting minutes. The minimum qualifications for these two roles are listed below.

Consultant Project Director – Professional with a post-graduate degree in either the fields of social sciences, natural sciences, management/administration or engineering with a minimum of seventy-two (72) months of direct experience in managing infrastructure (rail, road or port) and/or research projects. CV must include at least three projects showcasing project management competency.

Consultant Liaison Officer – Project management professional, social scientist or environmental scientist with minimum of thirty-six (36) months experience completed in managing First Nation relationships in infrastructure projects. CV must include at least three

projects showcasing First Nation relationship management competency. Bilingual (English-French) strongly recommended.

Primary Resources

Primary Resources refer to members of the Project Team with the expertise required to execute the various tasks of the Mandate, namely Task 2 (Market Survey & Comprehensive Economic Assessment), Task 3 (Socio-Environmental Survey), Task 4 (Technical Survey) and provide critical inputs towards Task 1 (Background Research, Strategy Planning and Project Management) and Task 5 (Contingency and Mitigation Planning).

The Consultant shall assign a minimum of six team members with a total minimum combined experience of two hundred forty (240) months for each of the tasks listed below. The responsibilities and qualification expectations for the three tasks are listed below. Note that equivalents to qualification expectations, especially education, are allowed as long as they demonstrate the capacity to fulfill the responsibilities of the mandate.

Note that the relevant experience beyond the minimum requirement outlined above shall be considered accordingly in the evaluation scoring.

**Task 2 (Market Survey & Comprehensive Economic Assessment)**:

- Determination of public and private sources of market and economic data
- Determination of relevant comparables projects and frameworks
- Identification, consultation, and needs assessment of potential users
- Identification of strategic development opportunities
- Projection of economic growth
- Projection of traffic – road, freight, marine
- Economic impact assessment relative to status quo
- Financial sustainability analysis and identification of financing channels

Recommended Core Competencies: Market research, economic modelling, financial analysis

Preferred Education: Post-graduate degree in business administration/management economics, social science (sociology, human geography) or related fields.

**Task 3 (Socio-Environmental Survey)**

- Understanding of the JBNQA and Cree land use
- Understanding of issues and priorities of First Nations communities
- Identification of impact of infrastructure development on terrestrial and marine habitats

- Identification of impact of infrastructure development on terrestrial and marine flora and fauna in region
- Research of land titles and servitudes
- Identification of archaeological potential and background research
- Identification of impact of infrastructure development on community health and well being

Recommended Core Competencies: Environmental research, sociology research, archaeology and stakeholder engagement

Preferred Education: Post graduate degree in natural sciences (ecology, zoology, environmental biology, physical geography or geology), social sciences (anthropology, archaeology, human geography, sociology) or related fields.

**Task 4 (Technical Survey)**

- Determination of public and private sources of terrain profiles
- Determination of relevant comparable projects and frameworks
- Definition of design criteria
- Definition of preliminary alignments and locations
- Determination of civil engineering structure needs
- Analysis of construction challenges and costs
- Analysis of field work requirements

Recommended Core Competencies: Survey engineering, geotechnical engineering, track engineering, structure design, railway design, road design, port design, construction cost estimations.

Preferred Education: Post graduate degree in civil engineering, survey engineering, railway engineering, environmental engineering, highway engineering, port/coastal/ocean engineering, construction management.

<u>Secondary Resources</u>

The Primary Resources team will be supported by Secondary Resources who shall provide expertise in specialized areas not accounted by the Primary Resources put in place. It is expected that these resources shall provide very specific inputs across the various tasks of the Mandate. As such, the Secondary Resources are an indication of the breadth of knowledge that the Consultant has access to over the course of fulfilling the Mandate.

To aid the evaluation of the Primary Resources and Secondary Resources, the client shall present as an appendix, a description of the work proposed for each of the three tasks and the relevant Primary Resources and Secondary Resources involved.

# 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**<br>Does the proposal submission include:<br>1) All requirements of the Mandate, that is all tasks and sub-tasks found in the RFP Document?<br>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**<br>Does the proposal submission include:<br>1) Examples of past development projects on First Nations territories?<br>2) Examples of new railway line development projects?<br>3) Examples of port development projects?<br>4) Examples of road/highway construction projects?<br>5) Examples of economic modelling of potential in a geographic region?<br>6) Examples of sustainable infrastructure development? | | | |

| MANDATORY CRITERIA | | | | |
|---|---|---|---|---|
| **Item** | **Description** | **Met** | **Not Met** | **Reference to Proposal** |
| M3 | **References**<br><br>Do the cited references include the following information:<br>1) Name of organisation to which the services were provided, along with name, title, email and phone number of a contact person?<br>2) Brief description of the scope of work that highlights the points listed under "Experience of Consultant"?<br>3) Place of Contract (Full Address)?<br>4) Value of Contract?<br>5) Time period of contract (Month and Year)?<br>6) Description of contract?<br><br>**Note:**<br>The Consultant must provide proof of their previous experience and performance in similar projects.<br><br>The Client reserves the right to verify that the information is correct and complete.<br><br>It is the Consultant's responsibility to ensure that the cited references are aware that they have been cited in reference.<br><br>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.<br><br>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. | | | |

## 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 |
|---|---|---|---|
| **Clarity and Understanding of the Vision of La Grande Alliance**<br>The proposal must demonstrate that the Consultant:<br>1) Understands the approach required to gain and maintain Social Acceptability<br>2) Defines how it will meet the requirements of the Mandate in this context;<br><br>**Rating Guide**<br>*0 point* - Consultant does not show understanding of the difference in approach required for La Grande Alliance.<br>*1 point* - Consultant understands the minimum requirements of executing projects as a part of La Grande Alliance.<br>*3 points* - Consultant fully understands and appreciates the unique approach of La Grande Alliance. | 3 | | |
| **Approach and Methodology to Market Survey & Comprehensive Economic Assessment**<br>The Consultant should clearly outline his proposed approach to requirements detailed in Task 2 - Market Survey & Comprehensive Economic Assessment in the RFP Document.<br><br>**Rating Guide**<br>0 point - Consultant has neglected several crucial factors in determining economic potential.<br>4 points - Consultant has identified the major factors influencing economic potential.<br>9 points - Consultant has identified primary and secondary factors influencing economic potential. | 9 | | |

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

| | | | |
|---|---|---|---|
| **Approach to working with First Nation Groups and Grande Alliance Community Information Officers**<br>The Consultant should clearly outline their proposed approach to:<br><br>• Consulting relevant stakeholders;<br>• Engaging relevant stakeholders;<br>• Communication and co-ordination with GACIOs;<br>• Integrating comments and concerns from land users and other local stakeholders<br><br>**Rating Guide**<br>*0 points* - Consultant has not demonstrated an understanding of the role of GACIOs or sufficiently detailed their consultation strategy.<br>*2 points* - Consultant has demonstrated an understanding of GACIOs and their role in the project.<br>*4 points* - Consultant has determined a plan that integrates the GACIOs into the project, in particular with regards to their role in consultations with the communities. | 4 | | |
| **Evaluation of Oral Presentation**<br>The evaluation for this section is based on the criterion outlined in Article 4.1.3 - Oral Presentations of the Request for Proposals.<br><br>**Rating Guide**<br>The presentations will be given a rating between 0 and 5 based on the criteria mentioned in the article. | 5 | | |

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

| Description | Max | Score | Reference to Proposal |
|---|---|---|---|
| **Number of similar projects executed by Consultant**<br>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 Pre-Feasibility Study, the scoring is prorated accordingly.<br><br>**Rating Guide**<br>*1-2 points - Consultant has previously executed 2-3 similar Mandates*<br>*3-6 points - Consultant has previously executed 4+ similar Mandates*<br>*7-11 points - Consultant has previously executed 4+ highly comparable Mandates* | 11 | | |
| **Appreciation of Past Project Experiences with the Consultant**<br>The Client will contact references listed in the Proposal Submission to better understand the role of the Consultant and the experience of prior clientele.<br><br>**Rating Guide**<br>*2 points* - References indicate performance of Consultant was satisfactory.<br>*4 points* - References indicate performance of Consultant exceeded expectations. | 4 | | |
| **Qualifications and Experience of the Project Management Office**<br>The expectations for the Project Management Office are detailed in Appendix II and evaluation shall be based on those parameters. The Rating Guide below is only a reference and the Project Management Office will be scored within the range (0-6) based on the type of projects and their roles.<br><br>**Rating Guide**<br>0 point - Experience of Project Team falls short of minimum requirements<br>3 points - Experience of Project Team meets minimum requirements<br>6 points - Experience of Project Team exceeds minimum requirements | 6 | | |

| | | | |
|---|---|---|---|
| **Qualifications and Experience of Primary Resources and Secondary Resources**<br>The expectations for Primary Resources and Secondary Resources are detailed in Appendix II and evaluation shall be based on those parameters. The Rating Guide below is only a reference and the Resources will be scored within the range (0-14) based on the type of projects and their roles.<br><br>**Rating Guide**<br>0 point - Experience of Resources falls short of minimum requirements<br>7 points - Experience of Resources meets minimum requirements<br>14 points - Experience of Resources exceeds minimum requirements | 14 | | |

**S3: Proposed Work and Meeting Schedules**
**Maximum Points Available: 5**

| Description | Max | Score | Reference to Proposal |
|---|---|---|---|
| **Proposed Timelines**<br>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:<br>• Conformity of proposal to the timelines of the RFP Document;<br>• The proposal of alternative timelines with justification, wherever necessary;<br>• Approach to scheduling and reporting progress to representatives of La Grande Alliance.<br><br>**Rating Guide**<br>*0 point* - Consultant is not able to meet required timelines and does not offer sufficient requirements for additional time.<br>3 points – Consultant is able to meet required timelines or is not able to meet required timelines but has suitable alternatives for deviations with justification.<br>5 points - 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. | 5 | | |

**S4: Effort-Hours for Project Execution and Per-Hour Pricing**

**Maximum Points Available: 20**

| Description | Max | Score | Reference to Proposal |
|---|---|---|---|
| **Effort-Hours for Project Execution**<br>The Consultant shall provide this information as per Article 3.8 – Proposal Submission Requirements. The effort-hours for each task is compared against the effort-hour benchmarks pre-determined by the Client.<br><br>**Rating Guide**<br>*0 points* - Consultant estimates deviate from Client estimates by 80% or more.<br>*1-7 points* - Consultant estimates deviate from Client estimates by 40%-80%.<br>*8-15 points* - Consultant estimates deviate from Client estimates by 0%-40%.<br><br>**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. | 15 | | |
| **Per-Hour Rate**<br>The per-hour rate of non-engineering Primary and Secondary Resources in relation to their experience is compared to standard industry rates determined by the Client.<br><br>**Rating Guide**<br>*0 points* - Consultant estimates deviate from Client estimates by 40% or more.<br>*3 points* - Consultant estimates deviate from Client estimates by 20%-40%.<br>*5 points* - Consultant estimates deviate from Client estimates by 0%-20%.<br><br>Note: This metric applies only to non-engineering professionals as per-hour rates of engineering professionals are based on *Appendix I of the Association des firmes de génie-conseil du Québec Schedule of Fees – 2021 Edition*. | 5 | | |

# Appendix IV – Guiding Documents (GD)

## GD #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 remarkedly 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 #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 as early as the Pre-feasibility Stage of La Grande Alliance 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 #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 #4. Meaningful Participation, Consultation and the Grande Alliance Community Information Officers (GACIO)

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).

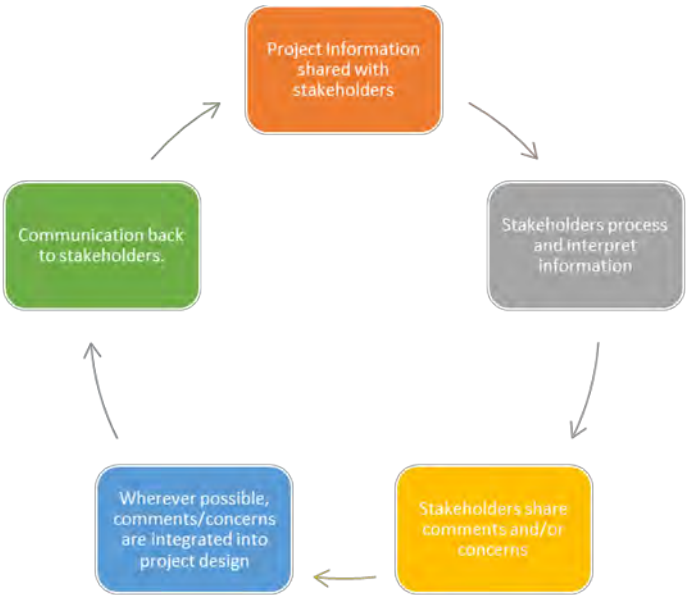



**Figure 1:** Basic consultation process. Note that this process cycle is meant to repeat itself several times over the course of the Pre-Feasibility Study.

In the context of a Pre-feasibility Study, consultations must take into consideration the following:

- Information gathered as part of a Pre-Feasibility Study is largely based on secondary data as it is, for the most part, a desktop exercise.
- Some information may be flawed, inaccurate or inadequately captures the views of First Nations and Inuit populations.
- Communities will have their own knowledge that could improve existing data, as well as contributing 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.

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, suggestions regarding potential mitigation measures should also be noted in the records.

It is important to understand that while the Pre-Feasibility Study is the first of many steps before a given project may actually be executed, the approach proposed here is meant to develop Social Acceptability from the ground up. 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 #5. Grande Alliance Community Information Officers

To facilitate the different work related to La Grande Alliance, positions of Grande Alliance Community Information Officers (GACIOs) have been created in the ten Cree communities of Eeyou Istchee (Washaw Sibi, Waswanipi, Oujé-Bougoumou, Mistissini, Nemaska, Waskaganish, Eastmain, Wemindji, Chisasibi, and Whapmagoostui). These groups will be composed of representatives from each of the ten 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 in the context of the Pre-feasibility Study will be as follows:

- To validate and update information gathered from existing publications and data.
- To provide any additional information relevant to the Pre-feasibility Study.
- To assist community representatives in coordinating consultation sessions with community members and other stakeholders.
- 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 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 infrastructures based on comments, concerns or recommendations from community members and other stakeholders.

Note that the GACIOs have additional tasks related to the Feasibility Study related to Phase I infrastructures, which will occur concurrently with the Phase II/III Pre-Feasibility Study. In addition, the GACIOs will be responsible for work related to the network of protected areas also proposed as part of La Grande Alliance, as well as any other work in connection with La Grande Alliance.

The GACIOs will assist the Consultant in integrating technical and scientific data gathered from past studies, will validate this information with the Consultant and will facilitate the collection of 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 II/III will be most active in the communities primarily impacted by the infrastructures proposed in these phases, namely:

- Railway along the BDH between km 257 and km 544: Waskaganish, Eastmain, Wemindji and Chisasibi;
- Road and railway between km 544 of BDH and Whapmagoostui: Chisasibi and Whapmagoostui;
- Extension of Trans-Taiga road to Schefferville: Chisasibi;
- Extension of Route 167 to Trans-Taiga road: Mistissini and Chisasibi.

It should be noted, however, that there will be a GACIO in each of the 10 Cree communities (including Washaw Sibi).

***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 Pre-Feasibility Study integrate all relevant comments, concerns and aspirations for the Cree communities collected via the GACIOs.

## GD #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 validated 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.

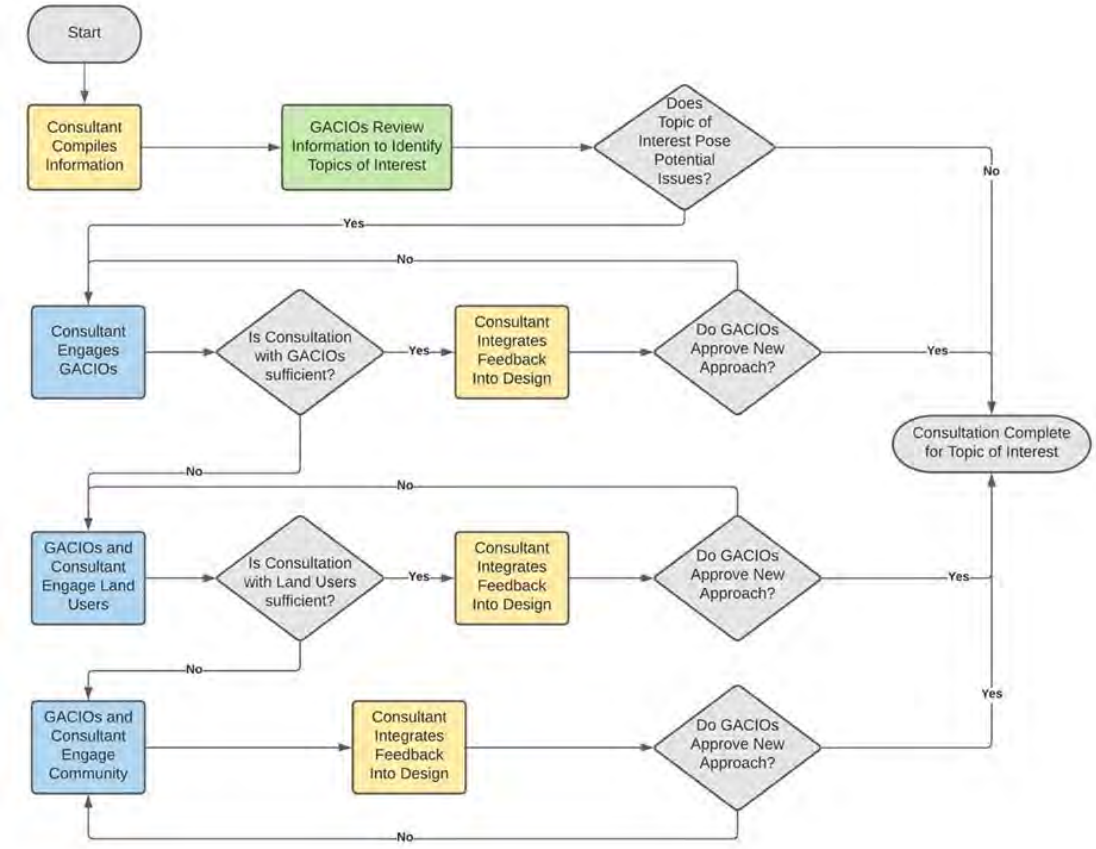



*Figure 1: Sample Workflow for Consultation*

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.

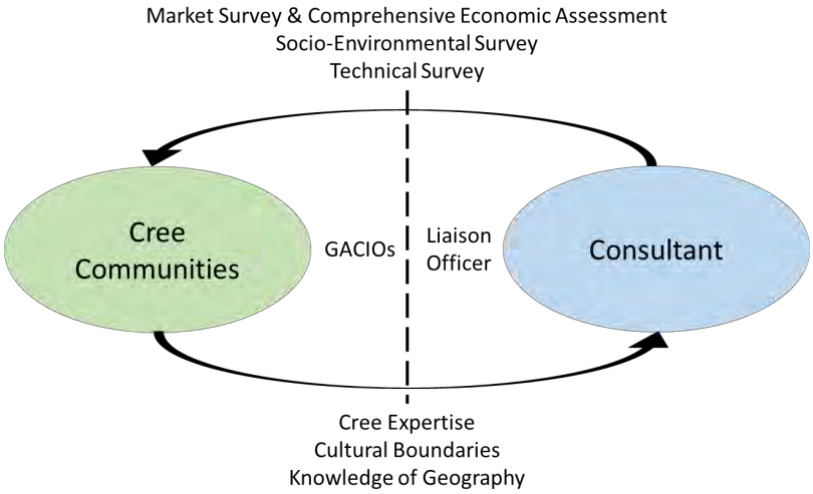



*Figure 2: Consultation Process Visualized*

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. 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 Pre-Feasibility Study. 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 & Comprehensive Economic Assessment.

Over the last 30 years, the population of the Cree communities has effectively doubled. It is predicted to double again over the next 30 years[1]. The relatively young population must be able to take full advantage of the opportunities presented through La Grande Alliance[2].

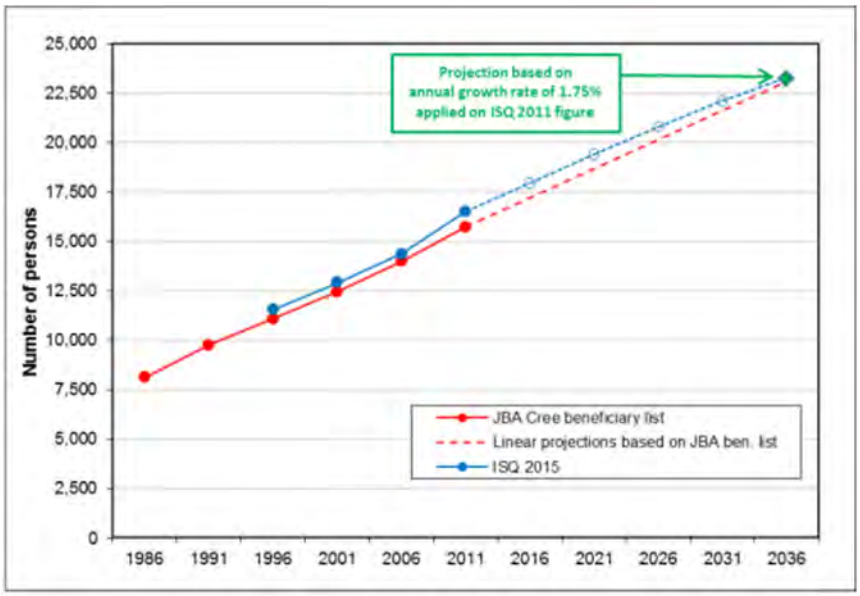



*Figure 1: JBNQA Cree Beneficiary List population and ISQ population estimates and projections, Eeyou Istchee*

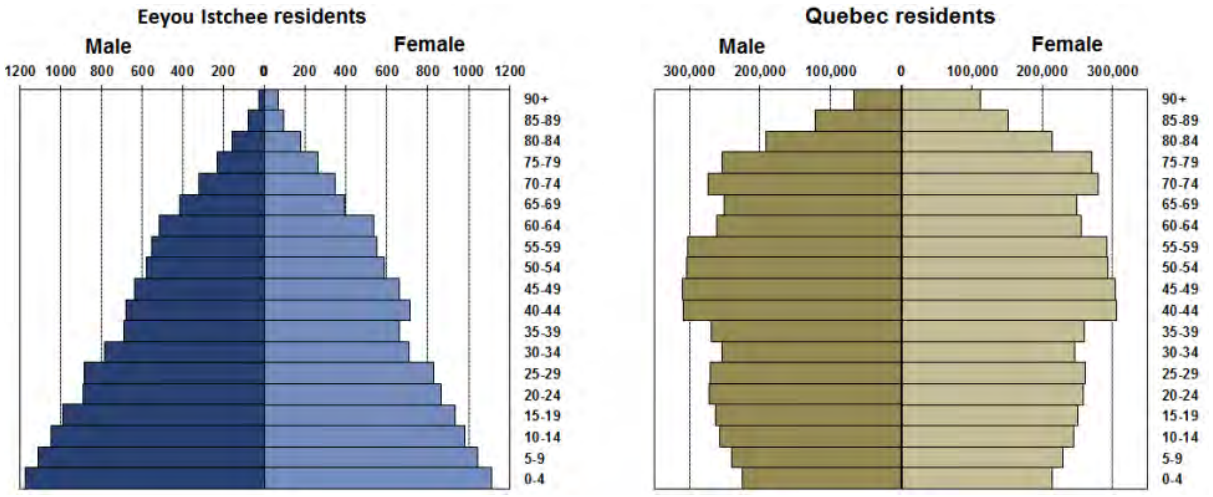



*Figure 2: Projected population age pyramid by sex, Eeyou Istchee and Quebec, based on 2011 census*

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 organizations[3]. Needless to say, the regional dynamic is unique and therefore requires specific efforts to understand properly.

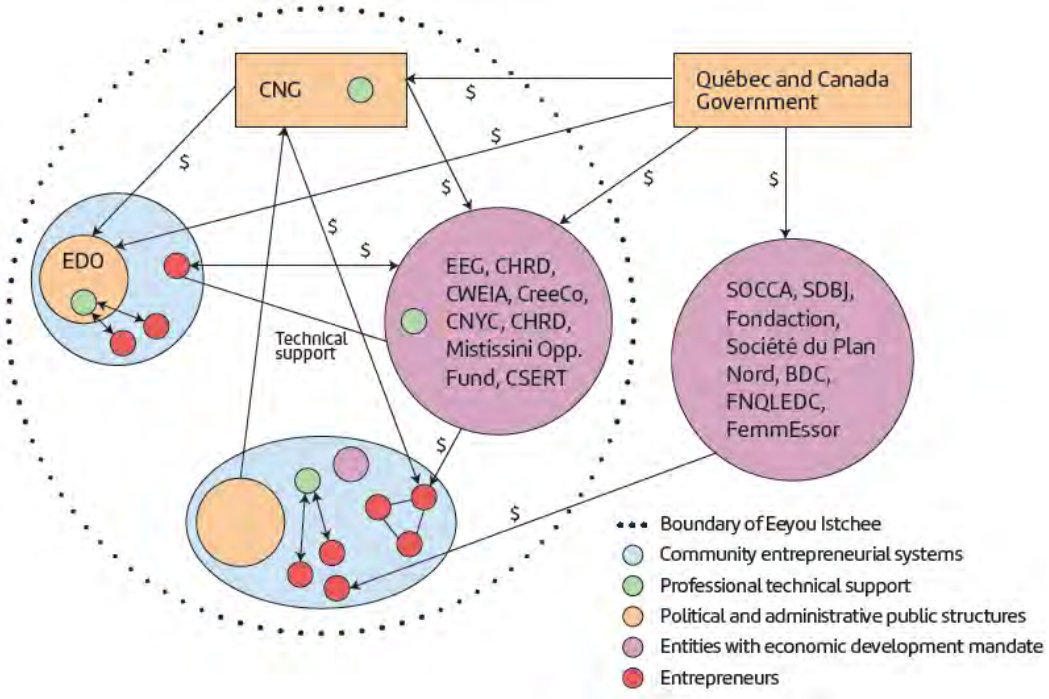



*Figure 3: Entrepreneurial Support System in Eeyou Istchee*

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. 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 rejection[4]. 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 mining[5], 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 guidelines[6]:

- 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 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 below[7]:

**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 |

**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 | 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.<br><br>Note that this type of forum will not likely be used at the Pre-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. |

## GD #9. 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 raising these issues as they may arise with the Client. Furthermore, Consultants should continue to engage actively with the GACIOs and the Client to identify potential solutions. This requires actively engaging land users and inviting them 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.**

[1] Source – MSSS, JBNQA Cree Beneficiary List, ISQ population estimates and projections

[2] Source – MSSS, ISQ population estimates and projections

[3] Source – Niska, Profile of the Entrepreneurial Support in Eeyou Istchee

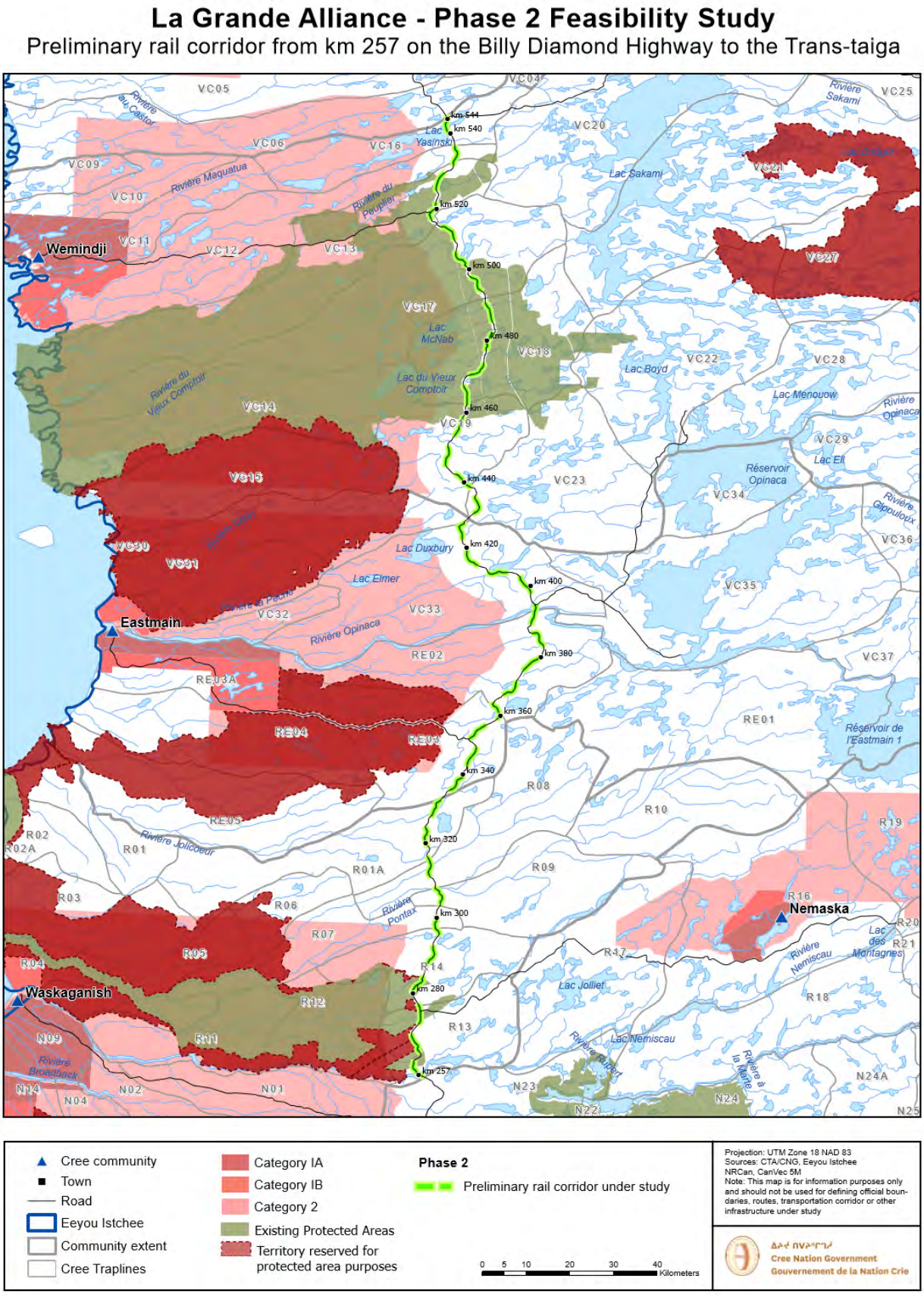
[4] https://www.lapresse.ca/debats/opinions/2020-08-29/veto-autochtone-recentrer-le-debat-autour-de-l-acceptabilite-sociale.php

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

[6] Source: MERN, adapted from Yelle (2013) and Stankey and Shindler (2006)

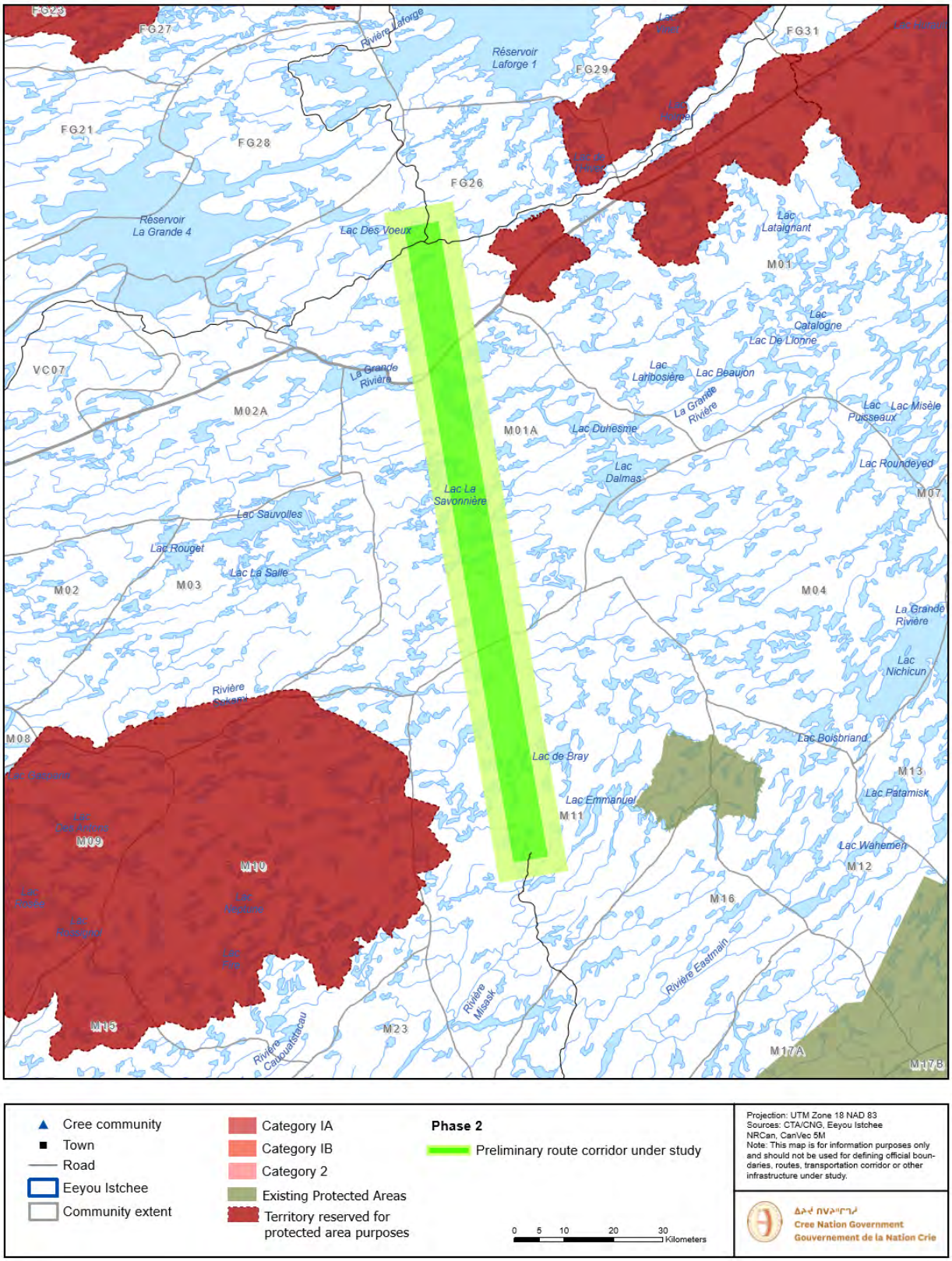
[7] Source - MERN

# Appendix V – Map of Project Area with Cree Traplines



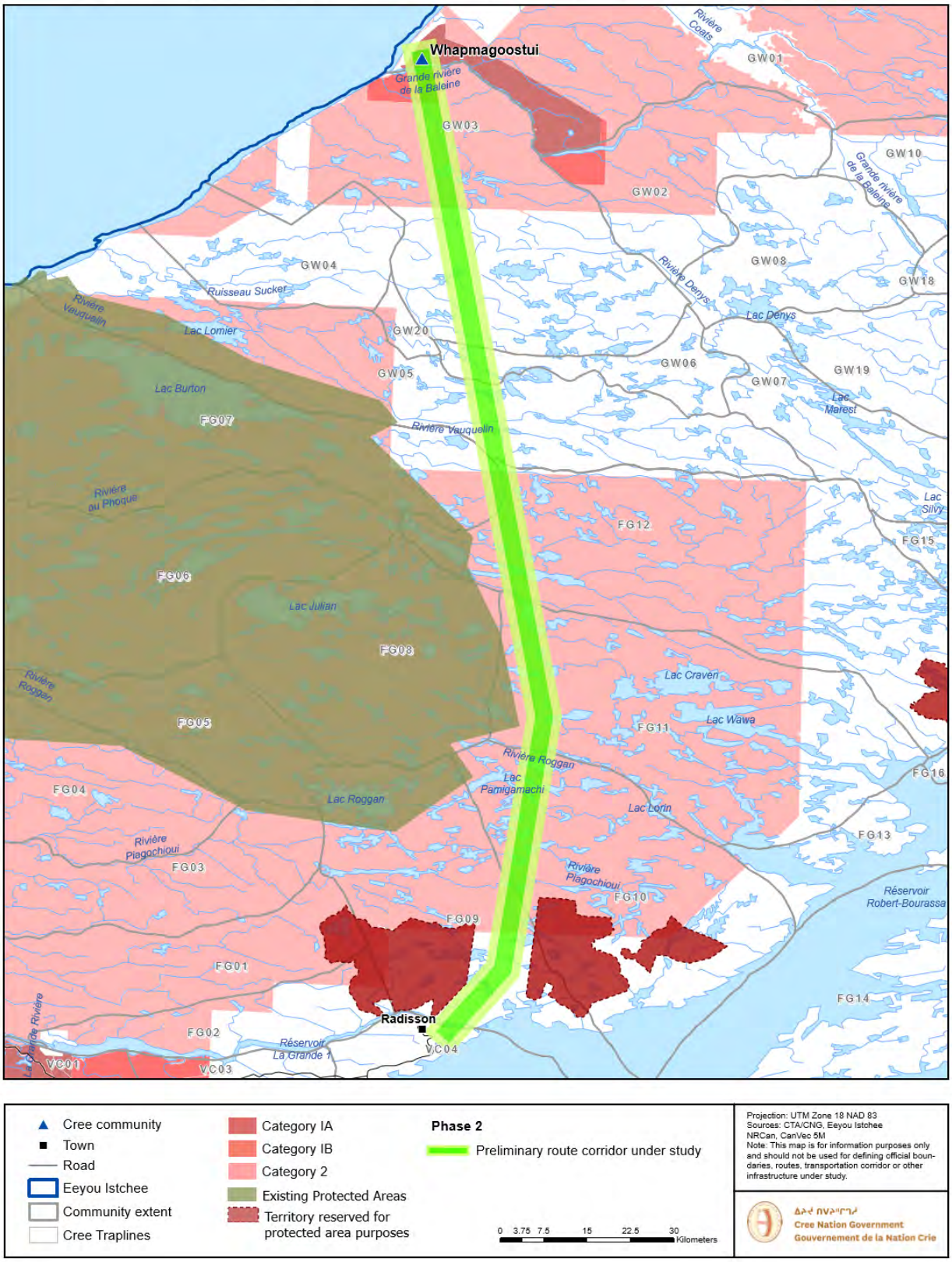
# La Grande Alliance - Phase 2 Feasibility Study

Preliminary route corridor from the 167N to the Trans-taiga



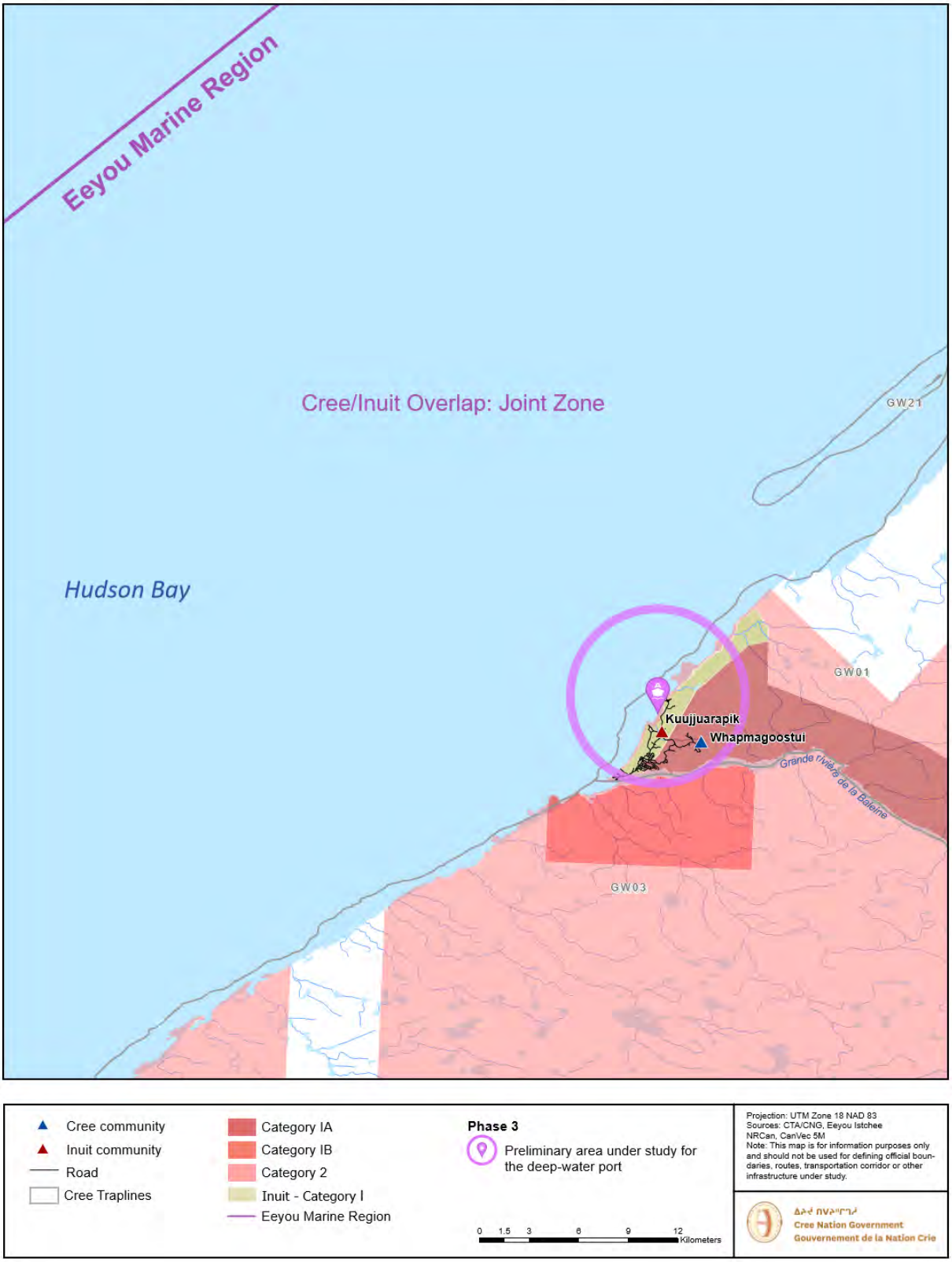
# La Grande Alliance - Phase 2 Feasibility Study

Preliminary road corridor under study from Radisson to Whapmagoostui



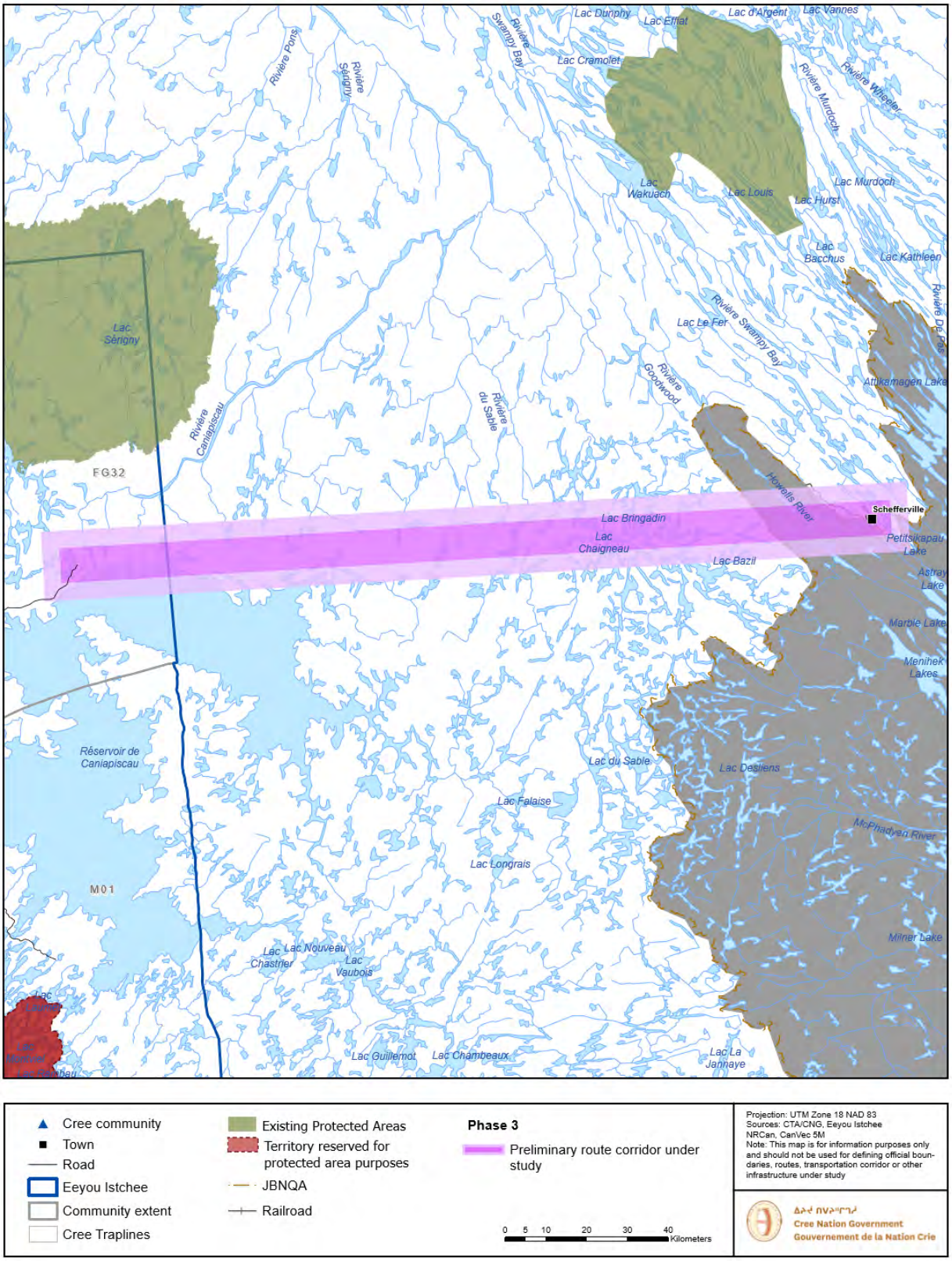
# La Grande Alliance - Phase 3 Feasibility Study

Preliminary area under study for the deep-water port near Whapmagoostui/Kuujjuarapik



# La Grande Alliance - Phase 3 Feasibility Study

Preliminary route corridor under study from the Trans-taiga to Schefferville



# Appendix VI – Impacted Cree Traplines

The list below indicates the Cree traplines in the corridor of the study area. In areas with no prior development, the list includes traplines that come within 50km on either side for an imaginary straight line that indicates the shortest distance between two points (Example: End of Route 167 and the shortest distance to reach the Trans-Taiga road). To account for a greater margin of error, the list also includes traplines that are 50-100km on either side of this imaginary line. These have been marked in blue below to differentiate.

## Phase II

| **Billy-Diamond Highway Rail (257-544)** | | |
|---|---|---|
| Chisasibi | Nemaska | Wemindji |
| VC-06 | N-23 | VC-12 |
| | | VC-13 |
| Eastmain | Waskaganish | VC-16 |
| RE-02 | R-01A | VC-17 |
| RE-03 | R-05 | VC-18 |
| VC-30 | R-08 | VC-19 |
| VC-33 | R-09 | VC-23 |
| | R-13 | |
| | R-14 | |
| **Radisson-Whapmagoostui Road** | | |
| Chisasibi | Chisasibi | Whapmagoostui |
| FG-01 | FG-10 | GW-01 |
| FG-02 | FG-11 | GW-02 |
| FG-03 | FG-12 | GW-03 |
| FG-04 | GW-00 | GW-04 |
| FG-05 | VC-04 | GW-05 |
| FG-06 | FG-13 | GW-07 |
| FG-07 | FG-14 | GW-08 |
| FG-08 | FG-15 | GW-10 |
| FG-09 | FG-16 | GW-11 |
| | | GW-18 |
| | | GW-19 |
| **Route 167 (Extension to Trans-Taiga road)** | | |
| Mistissini | Mistissini | Chisasibi |
| M-01 | M-10 | FG-26 |
| M-01A | M-11 | FG-29 |
| M-02A | M-12 | VC-07 |
| M-03 | M-06 | FG-20 |
| M-04 | M-07 | FG-28 |
| | | FG-32 |
| | | VC-26 |

## Phase III

| **Extension of Rail (BDH km 544 - Whapmagoostui)** | | |
|---|---|---|
| Chisasibi | Chisasibi | Whapmagoostui |
| FG-01 | FG-12 | GW-01 |
| FG-02 | GW-00 | GW-02 |
| FG-03 | VC-03 | GW-03 |
| FG-04 | VC-04 | GW-04 |
| FG-05 | FG-13 | GW-05 |
| FG-06 | FG-14 | GW-07 |
| FG-07 | FG-15 | GW-08 |
| FG-08 | FG-16 | GW-10 |
| FG-09 | VC-05 | GW-11 |
| FG-10 | VC-06 | GW-18 |
| FG-11 | VC-16 | GW-19 |
| **Whapmagoostui/Kuujjuarapik Port** | | |
| Whapmagoostui | Chisasibi | |
| GW-00 | FG-07 | |
| GW-21 | | |
| **Trans-Taiga road (Extension to Schefferville)** | | |
| Chisasibi | | |
| FG-32 | | |

# Appendix VII – List of Relevant Companies and Entities for Market Survey

*Note that this list provides a list of pertinent companies and is not exhaustive. Consultants are encouraged to refer to the business directories of the different communities to identify additional potential users.*

Cree - https://bde10.com/media/bottin/directory-eeyou-istchee.pdf

Innu - http://www.innubusiness.ca/business/printable.php?type=allcat

Inuit - https://www.makivik.org/subsidiary-companies/

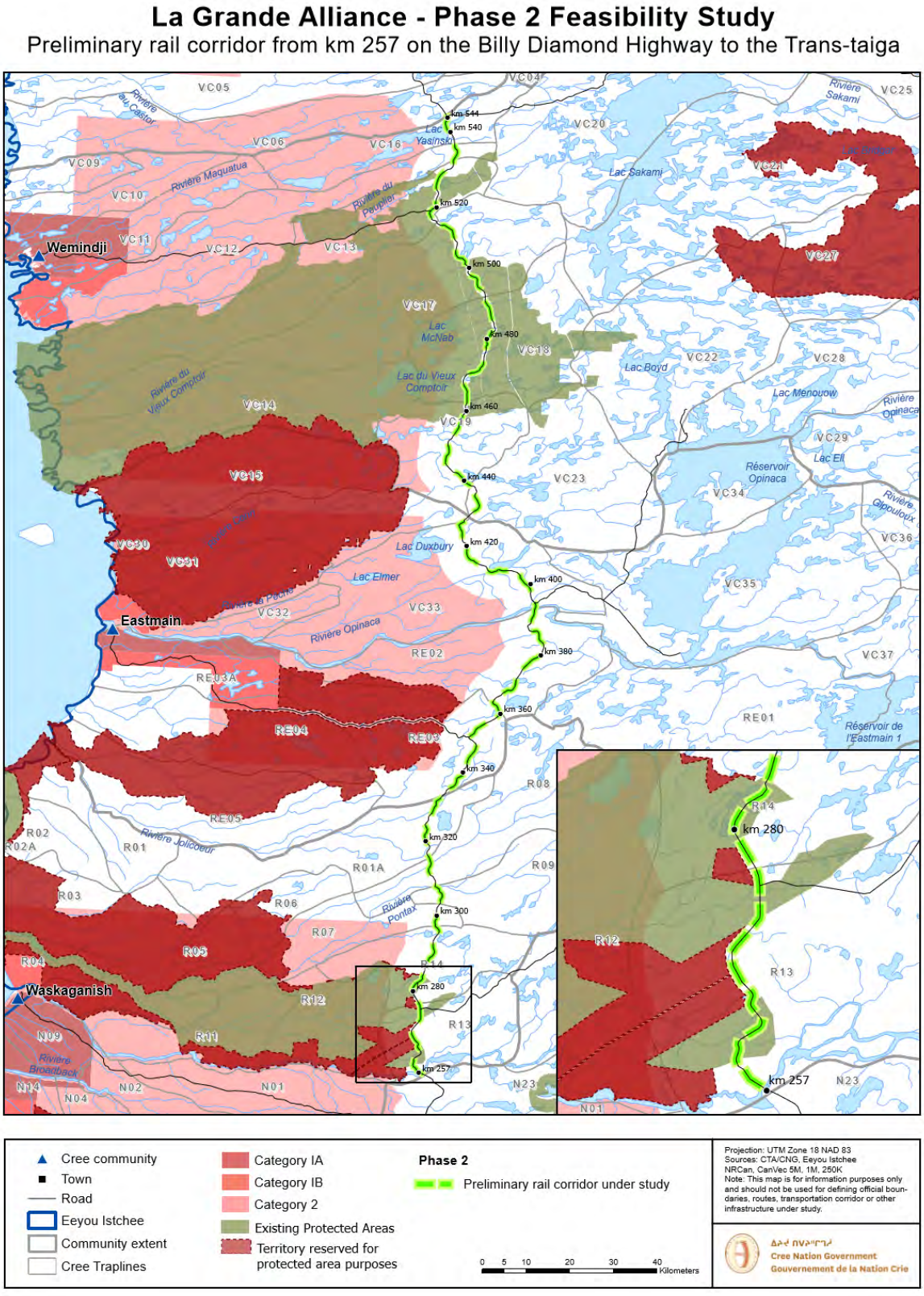
| Sector | Organization |
|---|---|
| **Mining** | |
| | Ministère de l'énergie et des ressources naturelles<br>Société de développement de la Baie James<br>Nemaska Lithium<br>Newmont<br>Mine Fenelon<br>Osisko Mining<br>Sirios Resources Inc.<br>Yorbeau Resources Inc.<br>BlackRock Metals<br>VanadiumCorp Resources Inc.<br>Nyrstar Canada<br>Wallbrige Mining, Balmoral Resources<br>Globex<br>Eastmain Resources<br>Geomega Resources |
| **Advanced Mineral Exploration** | |
| | Galaxy Lithium<br>Critical Elements Corporation |

| | |
|---|---|
| **Community** | |
| | Cree Nation of Waskaganish<br>Cree Nation of Eastmain<br>Cree Nation of Wemindji<br>Cree Nation of Chisasibi<br>Cree Nation of Nemaska<br>Cree Nation of Mistissini<br>Ouje Bougoumou Cree Nation<br>Cree First Nation of Waswanipi |
| **Local Economic Development** | |
| | Siibii Development Corporation (Waskaganish)<br>Chee-Bee Construction Company and Chisasibi Business Services Center (Chisasibi)<br>Stajune (Eastmain)<br>Tawich (Wemindji)<br>Eskan (Mistissini)<br>Economic Development Officer - Matagami<br>Economic Development Officer - Lebel-sur-Quévillon<br>Economic Development Officer - Chapais<br>Economic Development Officer - Chibougamau |
| **Community-owned enterprise** | |
| | Pavage Wemindji<br>Vieux Comptoir Construction (Wemindji)<br>Mishtuk Corporation (Waswanipi)<br>Nabatatuk Inc. (Waskaganish) |
| **Regional company** | |

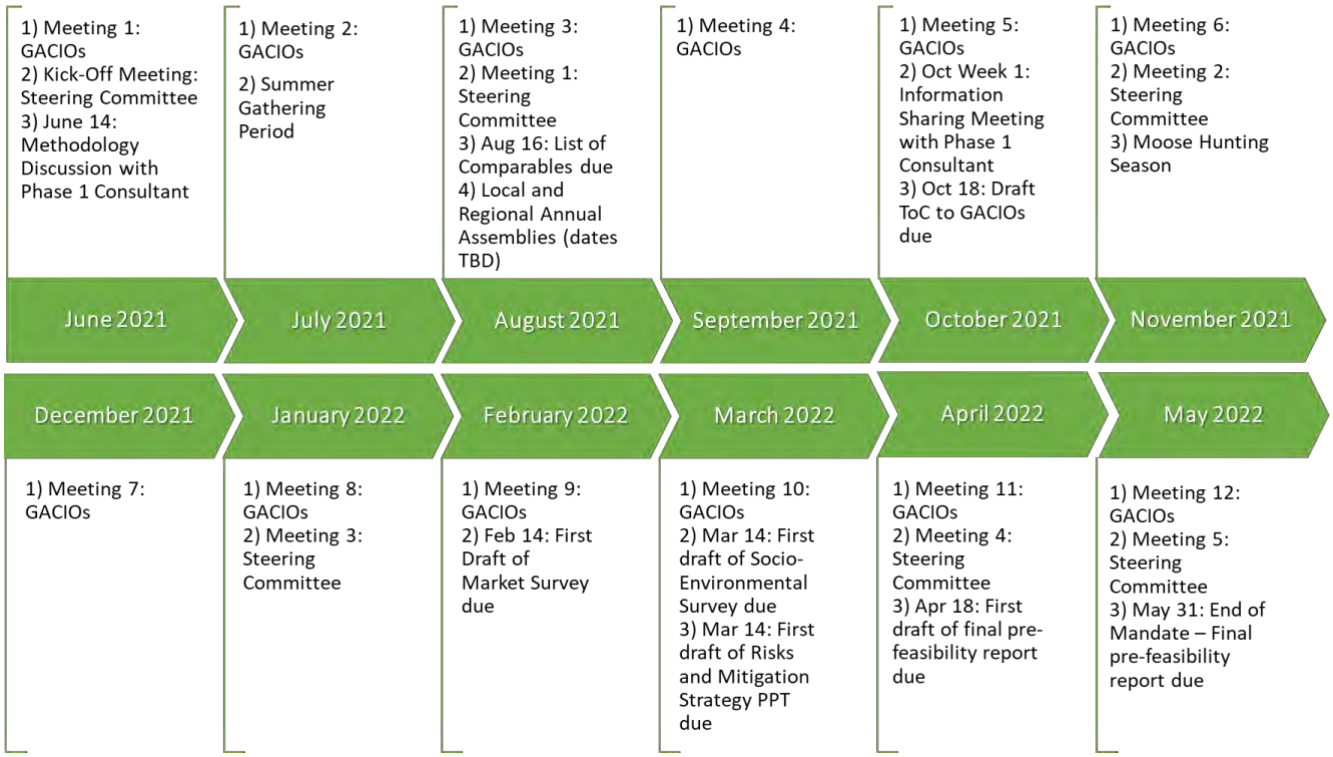
| | |
|---|---|
| | Cree Construction and Development Company (CCDC)<br>Air Creebec<br>Kepa Transport<br>Helicoptères Whapchiwem<br>Hydro-Quebec |
| **Forestry** | |
| | Chantiers Chibougamau<br>Barrette Chapais |
| **Energy** | |
| | Kuujjuaraapik Whapmagoostui Renewable Energy Corporation |

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

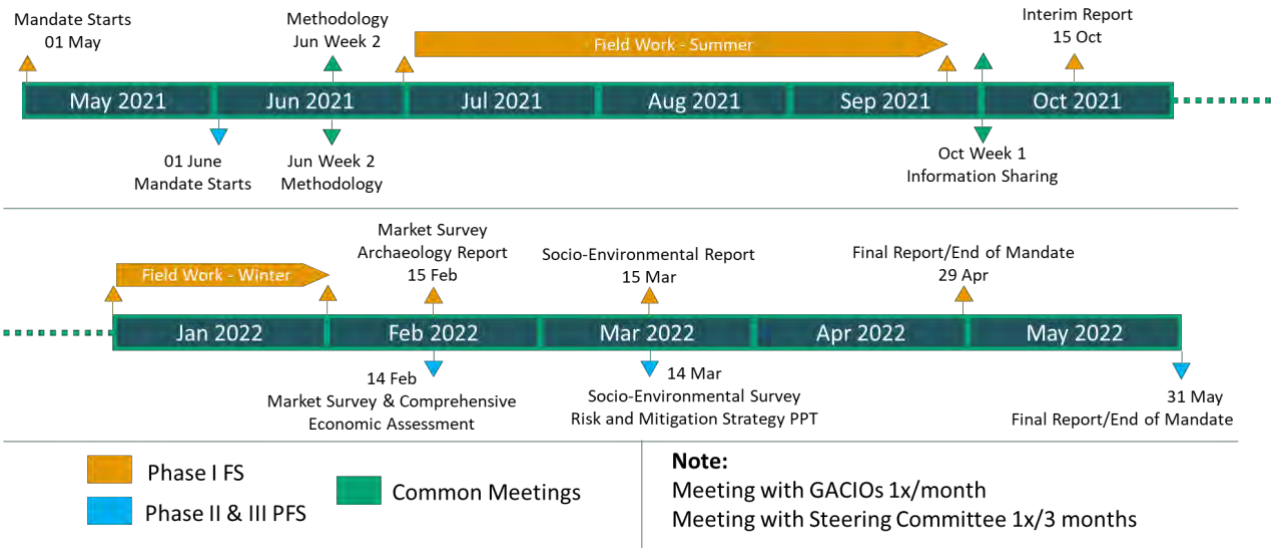
**Note that the maps are for information purposes only. The limits are unofficial and approximate.*



# Appendix IX – Project Timeline



# Appendix X – Comparison of Timelines – Phase I Feasibility Study and Phase II & III Pre-Feasibility Study



# Appendix XI – Literature

The list below includes a non-exhaustive list of reference material that the Consultant should refer to over the course of the study:

Great Whale Hydro Project (~1987-1992)

Whapmagoostui-Kuujjuarapik (Transports Quebec - 2011)

Schefferville-Kuujjuaq (Ministère des Transports, Direction du transport maritime, aérien et ferroviaire, et Service du transport ferroviaire - 2011)

Dolbeau-Mistassini in Baie-Comeau (QcRail project - 2018)

Fire Lake and Black Point Rail Link (La Société ferroviaire du Nord québécois – 2017)

Alberta – Alaska Rail Link (The Van Horne Institute – 2015)

Future of Churchill (Canada/Manitoba Task Force - 2013)

Alaska Deep Draft Arctic Port System (US Army Corps of Engineering – 2015)

Hydro Québec Centre de documentation - Environnement et collectivités (cherloc.ca)

L'étude multimodale de la mobilité actuelle et future des marchandises dans la région administrative du Nord-du-Québec

Les documents techniques produits dans le cadre du plan de transport du Nord-du-Québec

Les documents techniques produits dans le cadre du plan territorial de mobilité durable de la région du Nord-Québec

Les études et avis techniques produits pour le port en eaux profondes à Whapmagoostui/Kuujjuarapik