

Request for Proposal (RFP)

Proposal To: Public Works and Government Services Canada

We hereby offer to provide to Her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out thereof.

RFP # A2114-180001

Project Management and Pre-Design Services for the Lubicon Lake Band Community Infrastructure Project

Important Note:

This RFP will result in a Funding Agreement with
The Department of Indigenous Services Canada

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PART 1 GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven (7) parts in addition to attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Funding Agreement.

The annexes include the following sections:

- Annex 1 - Definitions of Words and Terms Underlined in the Funding Agreement;
- Annex 2 - Programs And Services, And Activity Delivery Requirements And Adjustment Factors - Disc Funding,
 - Project Management Services Statement Of Work
 - Feasibility And Pre-Design Studies Statement Of Work;
 - Environmental Services Statement of Work;
- Annex 3 - Conditions of Payment;
- Annex 4 - Payment Plan;
- Annex 5 - Reporting Requirements and Due Dates;
- Annex 6 - Reference Document List & Additional Information;
- Annex 7 - The Project Team Governance Structure;
- Annex 8 - The Administrative Agreement;
- Annex 9 - The Extra Work Form; and
- Annex 10 - The Capital Agreement.

In this document “DISC” means the Department of Indigenous Services Canada and “PWGSC” means the Department of Public Works and Government Services Canada. “Canada” refers either to DISC, PWGSC, or both depending on the context.

1.2 Summary

1.2.1 DISC, on behalf of the Lubicon Lake Band, requires project management services to conduct a design-bid-build project delivery method through all phases, including feasibility and pre-design, detailed design, construction, and post-construction, to ensure the efficient delivery of the Lubicon Lake Band Community Infrastructure Project (Project).

The resulting Funding Agreement will be issued and administered by DISC. The Project Manager will work in the best interest of the Project and report to the Project Implementation Committee, with the understanding that the Lubicon Lake Band is the primary beneficiary of the Project. The Lubicon Lake Band

will provide guidance and direction to the Project Implementation Committee to ensure that the Project meets the needs of the community.

In accordance with the Statements of Work (SoW) found in *Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors – DISC Funding*, the Project Manager will be responsible for:

- a. Providing on-going project management services through all phases of the Project, from pre-design (including Feasibility Studies, the Environmental Review Process, and Extra Works) through to project implementation (including the commissioning and warranty period);
- b. Assembling and managing the Feasibility and Pre-Design Consultant(s) which will be tasked with reviewing existing information, carrying out comprehensive Feasibility and Pre-Design Studies, completing the Environmental Review Process, and preparing, procuring, and overseeing an Extra Works Package. The Feasibility and Pre-Design Consultant(s) may be formed by a single firm/entity (sub-consultant) with sufficient professional resources to adequately accommodate the requirements of the Project, or by an ensemble of professionals championed by the Project Manager;
- c. Procuring, managing, and being accountable for qualified and experienced Design Consultant(s) which will be tasked with the production of a Detailed Architectural and Engineering Design and “tender-ready” project documents for construction. The Design Consultant(s) will be a sub-contractor to the Project Manager;
- d. Aiding the Lubicon Lake Band in the procurement of Construction Contractor(s) for the implementation of the Project, including the development of procurement documents; and
- e. Managing the work of the Construction Contractor(s) and ensuring the Capital Assets are delivered as per the fit-up requirements specified in the Request for Proposal (RFP) and Project Commissioning Authority’s recommendation.
- f. Ensuring that work is conducted in a manner that will satisfy the provisions outlined in *Annex 10 – Capital Agreement*.

1.2.2 The resulting Funding Agreement will be issued by The Department of Indigenous Services Canada (DISC). DISC will be responsible for all the Funding Agreement management.

1.2.3 There is an optional site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the RFP Authority, as specified below, within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Request for Proposal (RFP) Authority

The RFP Authority for this solicitation process is:

Name: Hakim Ghoumrassi
Public Services and Procurement Canada
Acquisition Branch
L'Esplanade Laurier, East Tower,
140 O'Connor Street,
Ottawa, Ontario, K1A 0S5
Canada Telephone: 819-664-7321
E-mail address: hakim.ghoumrassi@tpsgc-pwgsc.gc.ca

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date, and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses, and conditions of the bid solicitation and accept the clauses and conditions of the resulting Funding Agreement.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Parent Section 2003 (2018-05-22) Standard Instructions, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Contract Authority
Insert: Funding Agreement Authority

Delete: Contract
Insert: Funding Agreement

Section 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

Section 18 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: In its entirety
Insert:

Rejection of Proposal due to Unfair Advantage

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a proposal in the following circumstances:
 - a. If the Bidder, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
 - b. If the Bidder, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Bidders an advantage over other Bidders.
2. The experience acquired by a Bidder that is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be a reason for Canada to reject a proposal.
3. The Bidder shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.

4. The Bidder shall not, either directly or indirectly, submit a bid for any subsequent solicitation to the current bid solicitation which is related to the Project.
5. The Bidder acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s.2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific Government of Canada organizations cannot derive any direct benefit resulting from the Agreement.
6. The Bidder shall not be eligible to compete as a Bidder for a project which may result from the provision of the Services if the Bidder is involved in the development of a Funding Agreement or Terms of Reference, a Request for Proposal or similar documents for such project.
7. By submitting a proposal, the Bidder represents that it does not consider itself to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether an unfair advantage or an appearance of an unfair advantage exists.
8. Where Canada intends to reject a proposal on the grounds of an unfair advantage, the Funding Agreement Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Funding Agreement Authority before bid closing.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time, and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the RFP Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

The laws of Canada and the laws of the Province of Alberta will govern the interpretation of the Funding Agreement that results from this solicitation.

2.5 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Little Buffalo School on Calahesen Road, Cadotte Lake (Hamlet

of Little Buffalo), Alberta, T0H 0N0, 56°26'15.8"N 116°06'16.9"W on March 19, 2019,. The site visit will begin at 9:30 Mountain Daylight Time (MDT).

Bidders are requested to communicate with the Request for Proposal (RFP) Authority by no later than March 11, 2019 at 17:00 Eastern Daylight Time (EDT) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 BID PREPARATION INSTRUCTIONS

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (6 hard copies and 3 soft copies on USB keys)
- Section II: Financial Bid (1 hard copy and 1 soft copy on USB key)
- Section III: Certifications (1 hard copy and 1 soft copy on USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices shall be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of the hard copy of their bid:

- Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- Use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise, and clear manner.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with *Attachment 3 to Part 4 - Price Proposal Form*. The total amount of applicable taxes (e.g. GST and HST) must be included and shown separately as applicable.

Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and applicable taxes included. When preparing their financial bid, Bidders should review *Annex 3 - Conditions of Payment - DISC Funding* and *Annex 4 - Payment Plan of Part 7 – Resulting Funding Agreement* of this bid solicitation.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete *Attachment 1 to Part 3 - Electronic Payment Transfers*, to identify which ones are accepted.

If the *Attachment 1 to Part 3 - Electronic Payment Transfers* is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT TRANSFERS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

Signature: _____ Date: _____

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 General Information

Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the technical and financial evaluation criteria.

An Evaluation Committee composed of members of the Project Implementation Committee, which will include four members: one (1) DISC National, one (1) DISC Region, one (1) Owner's Engineer, and one (1) Lubicon Lake Band Councilor, as per *Annex 7 – Project Team Governance Structure*, will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

If the Bidder is a joint venture firm, the Bidder must provide all identification information for all parties and all requirements for all parties (i.e. licenses, insurance, etc.) as requested. As part of the technical proposal submission, the Bidder must identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

Note that if the selected Project Manager is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

Instructions for Joint Ventures

- a. Where the Bidder is a joint venture, with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y, and Z. If a solicitation requires: (a) that the bidder have three (3) years of experience providing maintenance service, and (b) that the bidder have two (2) years of experience integrating hardware with complex networks, then each of these two (2) requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for three (3) years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y, and Z has one (1) year of experience, totaling three (3) years. Such a response would be declared non-responsive.

- c. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement,

the RFP Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the RFP Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A; or
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture; or
 - Contracts signed by A and contracts signed by A and B in joint venture; or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- d. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in *Attachment 1 to Part 4 – Mandatory Technical Criteria*. Bids which meet all the mandatory technical criteria will be evaluated and scored.

4.1.1.3 Point-Rated Technical Criteria

Point-rated technical evaluation criteria are included in *Attachment 2 to Part 4 – Point-Rated Technical Criteria*. Point-rated technical criteria not addressed will be given a score of zero.

4.1.1.4 Financial Criteria and Evaluation

For bid evaluation and selection purposes only, the evaluated price of a bid will be determined in accordance with the *Attachment 3 to Part 4 – Price Proposal Form*.

Financial bids that do not meet the financial criteria below will be declared non-responsive.

The Bidder's total evaluated price will be the sum of Price Schedules 1, 2, 3, and 4 as calculated in the *Attachment 3 to Part 4 – Price Proposal Form*. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes (HST and GST) included and shown separately as applicable, FOB destination, Canadian customs duties and excise taxes included.

All price proposal envelopes corresponding to responsive technical proposals which have achieved the pass mark of sixty percent (60%) will be opened upon completion of the technical evaluation.

If four or more proposals have their price proposal envelope opened, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. The price rating points will only be awarded to those proposals whose total evaluated price is less than or equal to 125% of the average bid price of the responsive proposals.

Proposals that fall outside this range (price proposal is above the upper limit of 125% of the average bid price of the responsive proposals) will be set aside and receive no further consideration.

The remaining bids will be pro-rated based on the formula:

$$Price\ Rating = \left(\frac{LB}{EB} \right) * 30$$

Where,

LB is the Lowest Bid, where the lowest bid shall be the lowest submitted total evaluated price

EB is the Evaluated Bid and is the sum of Price Schedules 1, 2, 3 as calculated in *Attachment 3 to Part 4 – Price Proposal Form*.

4.2 Basis of Selection – Total Score of Combined Rating of Technical Merit and Price

- a. To be declared responsive, a bid must:
 - i. comply with all the requirements of the bid solicitation;
 - ii. meet all mandatory criteria; and
 - iii. obtain the required minimum of 600 points (60% passing mark) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1000 points.
- b. Bids not meeting i or ii or iii will be declared non-responsive.
- c. The selection will be based on the highest responsive combined rating of technical merit and price.
- d. The ratio will be 70% for the technical merit and 30% for the price.
- e. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available, and multiplied by 70%.
- f. To establish the pricing score, each responsive bid will be prorated against the lowest price and multiplied by 30%.
- g. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- h. Neither the responsive bid obtaining the highest technical score nor the one with the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a funding agreement.
- i. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the highest technical merit will be recommended for award of a funding agreement..
- j. In the event two or more responsive bids have the same rating for technical merit and price, the responsive bid recommended for award of a funding agreement will be awarded on the basis of the highest accumulated rating for RT 1.1.b – Lead Project Manager Relevant First Nation Experience, RT 2.3.b Community Engagement and Consultation Strategy, RT 2.3.c Communications Strategy ,RT 2.3.d Lubicon First Nation Training and Employment Strategy, and RT 2.5.b Aboriginal Capacity Development Philosophy/Approach/Methodology.

The table below illustrates an example where all three (3) bids are responsive and the selection of the recipient is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 1000 and the lowest evaluated price is \$45,000.

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		900/1000	650/1000	780/1000
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$900/1000 \times 70 = 63.00$	$650/1000 \times 70 = 45.50$	$780/1000 \times 70 = 54.60$
	Pricing Score	$45,000/55,000 \times 30 = 24.54$	$45,000/50,000 \times 30 = 27.00$	$45,000/45,000 \times 30 = 30.00$
	Combined Rating	87.54	72.50	84.60
Overall Rating		1st	3rd	2nd

4.3 General Assessment (GA)

The General Assessment (GA) supports the management of Funding Agreements that have been negotiated between DISC and funding Recipients. It identifies strengths and emerging risks that may have an impact on how DISC manages its transfer payments to the Recipient.

The responsive Bidder that will be recommended for award of a Funding Agreement will be requested to complete a GA. A GA is performed by DISC prior to entering into a Funding Agreement with the recommended Bidder and is completed within the timeframes set by DISC for the project; based upon such information required from the Bidder and within the timeframes set for its receipt.

More information about the GA can be found on the following website

<http://www.aadnc-aandc.gc.ca/eng/1322761862008/1322762014207>

The GA will be based on the following risk factors:

http://www.aadnc-aandc.gc.ca/eng/1390855955971/1390855996632#PartA_AnnexA

ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out. Each mandatory technical criterion should be addressed separately. The Bidder should clearly cross reference the page number of each rated technical criterion to the Proposal.

The Mandatory Criteria listed below will be evaluated on a simple met/not met (i.e. responsive/non-responsive, compliant/non-compliant) basis.

MANDATORY TECHNICAL CRITERIA COMPLIANCE CHECKLIST

MT Criteria Description	Information to Be Provided	Cross Ref.	MET/ NOT MET
		Page #_ to #_	Evaluation Committee
MT 1 Bidder's Corporate Profile The Bidder must provide a company profile, demonstrating the Bidder's knowledge and experience in the provision of Project Management, Architectural and Engineering Services to DISC's requirements as defined in <i>Section 1 of Annex 2 - Project Management Services Statement of Work</i> and its attachments. The company profile may be up to a maximum of four (4) pages.	a. The full legal name of the entity submitting the Proposal;		
	b. The name and location of the Bidder's parent company, if applicable;		
	c. Identification of the Bidder's proposed team (i.e. parties to the Proposal). This should include, as applicable, all joint venture or consortia members, partners and any major subcontractors with which the Bidder will foresee any work;		
	d. A Project organizational chart demonstrating capacity to provide project management, feasibility, architectural and engineering consulting services, and other support resources; and		
	e. Description of Work attributed to the different parties to the proposal.		

MT Criteria Description	Information to Be Provided	Cross Ref.	MET/ NOT MET
		Page #_ to #_	Evaluation Committee
MT 2 - Bidder's Proposed Team and C.V.'s and minimum experience The Bidder must demonstrate the requested minimum relevant experience and provide resumes/curriculum vitae of all professional services (project management team and	a. The bidder must provide the resume/Curriculum Vitae for all the proposed project management team members that will provide the management and related support services required to delivery of the Lubicon Lake Band Infrastructure Project.		

MT Criteria Description	Information to Be Provided	Cross Ref.	MET/ NOT MET
		Page #_ to #_	Evaluation Committee
architectural/design team) required for the completion of the project. There is no page limit for this information.	b. The bidder must provide the resume/Curriculum Vitae for all the proposed architectural/engineering (feasibility and pre-design) team members that will provide the architectural/engineering services and related support services required to deliver the project.		
	c. The Bidder must demonstrate that the Lead Project Manager must be a licensed Professional Engineer or Registered Architect, or eligible to be licensed in the Province of Alberta, and demonstrate through the provided CV, a minimum of 15 years (180 months) of relevant experience providing project management services for the delivery of construction projects.		
	d. The following Project Management team members must demonstrate through the provided CVs a minimum of 10 years (120 months) of relevant experience providing project management services for the delivery of construction projects: <ul style="list-style-type: none"> • Procurement Lead • Project Controls Lead • Construction Lead • Engineering Lead 		

MT Criteria Description	Information to Be Provided	Cross Ref.	MET/ NOT MET
		Page #_ to #_	Evaluation Committee
	<p>e. And, the following Feasibility and pre-design project team disciplines must demonstrate through the provided CVs a minimum of 10 years (120months) of experience providing relevant professional services with a focus in feasibility studies and options analysis:</p> <ul style="list-style-type: none"> • Lead Architect • Lead Water and Wastewater Engineer • Lead Civil/Municipal Engineer • Lead Structural Engineer • Lead Mechanical Engineer • Lead Electrical Engineer • Lead Environmental /Geotechnical Engineer 		
<p>MT 3 –Professional, Licensing, Certification, Accreditation or/and Authorization</p> <p>The bidder must submit proof of license/certification/accreditation and/or authorization per applicable resource to provide the proposed professional services to the full extent that may be required by law in the Province of Alberta.</p> <p>Any persons in the Bidder's proposed team performing technical or professional work, providing technical advice or</p>	<p>a. Professional Licensing: The Bidder's proposed team providing professional services must be licensed, or eligible to be licensed, certified and/or otherwise authorized to provide the necessary professional services to the full extent that may be required by law in the Province of Alberta, as dictated by the Association of Professional Engineers and Geoscientists of Alberta (APEGA) and/or the Alberta Association of Architects (AAA).</p>		

MT Criteria Description	Information to Be Provided	Cross Ref.	MET/ NOT MET
		Page #_ to #_	Evaluation Committee
<p>reviewing technical documents shall be an Engineer and/or Architect licensed or eligible to be licensed in the Province of Alberta.</p> <p>Proof may be submitted in the form of a photocopy. There is no page limit for this information.</p>	<p>b. Corporate Licensing For each proposed firm (if joint venture), the Bidder must provide the corresponding Certificate of Authorization, Firm License to Practice and/or Corporation Permit to Practice as applicable with APEGA and/or AAA or equivalent.</p>		

ATTACHMENT 2 TO PART 4 – POINT-RATED TECHNICAL CRITERIA

Bids which fail to obtain the required minimum score as specified in 4.2 - Basis of Selection – Total Score of Combined Rating of Technical Merit and Price will be declared non-responsive. Each point of the technical rated criterion should be addressed separately in the Bidder's Proposal.

Bidders who meet all of the mandatory technical criteria will move on to be evaluated and scored on the point-rated technical (RT) criteria.

General Basis of Evaluation:

The total Technical Merit Score shall consist of one thousand (1000) technical rating points as per the breakdown of criteria and sub-criteria shown in the **RATED TECHNICAL CRITERIA COMPLIANCE CHECKLIST** below. Each technical rated sub-criterion will be given a zero (0%) to one hundred percent (100%) rating in increments of twenty (20%) (i.e. 20%, 40%, 60%, 80%, and 100%).

This percentage will be applied to the available points per criteria to calculate the earned technical rating per criterion. For example, Technical Criterion RT 1.1.1., which has 50 available points, is evaluated to earn a rating of sixty percent (60%); therefore, the earned rating points are 30. The total sum of earned rating points shall be the Technical Merit Score.

The Bidder should clearly cross reference the page number of each rated technical criterion to the Proposal.

Any technical rated criteria not addressed by the Bidder will be given a score of zero.

RT 1 - RATED TECHNICAL CRITERIA COMPLIANCE CHECKLIST**RT 1 – Lead Project Manager Previous Experience and Sample Projects**

Technical Rated Criteria RT 1 will be evaluated based on the submitted information as per the Instructions for submission and evaluation of the RT 1 below.

Each sub-criteria show below is elaborated and detailed below.

RT 1 Sub-criteria technical rating point breakdown		Available Points	Page Cross Reference in Proposal	Evaluation Committee Score
RT 1 – Lead Project Manager Previous Experience and Sample Projects		150	Page #_ to #_	
RT 1.1 – Relevant Experience		75		
a)	Lead Project Manager Past Experience	50		
b)	Lead Project Manager Relevant First Nations Experience	25		
RT 1.2 – Sample Projects		75		
a)	Sample Project 1	25		
b)	Sample Project 2	25		
c)	Sample Project 3	25		

Instructions for submission and evaluation of:**RT 1 – LEAD PROJECT MANAGER PREVIOUS EXPERIENCE AND SAMPLE PROJECTS**

The Bidder is to propose the Lead Project Manager to have direct oversight of the project throughout all project phases. The Bidder should describe the experience and performance of the Lead Project Manager to be assigned to this project regardless of their past association with the current Bidder firm/joint venture. This is the opportunity to emphasize the individual strengths, to recognize their past responsibilities, commitments, and achievements.

The Lead Project Manager plays a primary role in the project and is responsible for its successful completion. The Lead Project Manager's job is to ensure that the project proceeds within the specified timeframe and under the established budget, while achieving its objectives. The Lead Project Manager makes sure that project is given sufficient resources, while managing relationships with contributors and stakeholders.

<p style="text-align: center;">RT 1.1 – Lead Project Manager Past Experience</p> <p>The Lead Project Manager should submit a Lead Project Manager Previous Experience Description of a maximum of three (3) pages demonstrating how the proposed resource fits within to lead the proposed project team and how his/her previous experience meets the requirements as per <i>Annex 2 - Project Management Services Statement of Work</i> and its attachments.</p> <p>Any additional pages shall be removed from the bid and discarded without consideration. A Lead Project Manager Previous Experience template is provided below providing further information.</p> <p>The following information should be supplied:</p>	<i>Available Points</i>
	75
<p>a) Lead Project Manager Past Experience</p> <p>The Bidder should demonstrate how, through previous experience, the proposed Lead Project Manager is the right individual to lead the proposed project team to deliver the project as per <i>Annex 2 - Project Management Services Statement of Work and its attachments</i>.</p>	50
<p>b) Lead Project Manager Relevant First Nations Experience</p> <p>The Bidder should describe how the proposed Lead Project Manager has worked with First Nations clients and/or stakeholders currently or in the past and how he/she demonstrates an understanding of the historical, cultural, social, and economic context of the corresponding First Nation client and/or stakeholder.</p>	25

RT 1.1– Lead Project Manager Previous Experience template

The bidder should consider the template below when completing the **technical criteria RT 1.1** requirements. The Evaluation Team will be looking for the information described below when evaluating RT 1.1

a) Lead Project Manager Previous Experience

The Lead Project Manager plays a primary role in the project and is responsible for its successful completion. The Lead Project Manager's job is to ensure that the project proceeds within the specified timeframe and under the established budget, while achieving its objectives. The Lead Project Manager makes sure that project is given sufficient resources, while managing relationships with contributors and stakeholders.

The Bidder should demonstrate how, through previous experience, how the proposed Lead Project Manager is the right individual to lead the proposed project team to deliver the project as per *Annex 2 - Project Management Services Statement of Work and its attachments*.

The bidder should demonstrate how through previous experience, the Lead Project Manager has acquired relevant experience in the following areas:

- Project administration and management.
- Procurement packaging, procurement management, and contract administration.
- Feasibility, preliminary and detailed engineering management.
- Construction, commissioning and close-out.

b) Lead Project Manager Relevant First Nations Experience: The Bidder should describe how the proposed Lead Project Manager has worked with First Nations clients and/or stakeholders currently or in the past and demonstrates understanding of the historical, cultural, social, and economic context of the corresponding First Nation client and/or stakeholder.

<p style="text-align: center;">RT 1.2 - Sample Projects</p> <p>The Bidder should include a description of three (3) sample projects of a maximum of three (3) pages per project for which the proposed Lead Project Manager acted as Project Lead. These projects which at bid closing date must be at least 50% complete (as it relates to time and cost) of the construction phase. If the construction phase is completed, it must have been completed between January 2010 and the closing date of this solicitation. Any additional pages shall be removed from the bid and discarded without consideration.</p> <p>Through the presented projects, the Lead Project Manager should demonstrate experience in various phases of project delivery, from feasibility, option analysis and selection phase, through detailed engineering and management of technical professionals, and in the construction, Q/A, commissioning, warranty period, and close out on a turnkey basis, in one of the following asset classes:</p> <ol style="list-style-type: none"> Class 1 water and/or wastewater treatment systems and distribution/collection systems (including firefighting water distribution systems) for municipalities and/or Indigenous communities. Class 2: surface infrastructure including solid waste management and infrastructure, road repair and construction, and/or distribution of electrical/communications network for municipalities and/or First Nation communities. Class 3: institutional and/or community projects including educational facilities, band offices, community centres, and/or maintenance facilities for municipalities and/or First Nation communities. Class 4: housing, residential development, and associated infrastructure for municipalities and/or First Nation communities. Or other relevant infrastructure as per Annex 2 - Project Management Services Statement of Work and its attachments. <p>As a minimum, one (1) sample project should relate to how the proposed Lead Project Manager provided services during the detailed design phase of a project, as well as one (1) sample project should relate to how the proposed Lead Project Manager provided services during the construction phase of a project.</p> <p>The Evaluating team will be assessing the performance of the Lead Project Manager with respect to delivering the sample projects within budget and within schedule for Infrastructure or building projects.</p> <p>The Bidder is to describe and elaborate on the requested information as per the <u>template below</u> for each of the three (3) sample projects.</p> <p style="text-align: center;">The following information should be supplied</p>		<i>Available Points</i> 75
a) – Sample Project 1	Project Description	20
	Project Cost	5
b) - Sample Project 2	Project Description	20
	Project Cost	5
c) - Sample Project 3	Project Description	20
	Project Cost	5

RT 1 will be evaluated as per the **Evaluation of RT 1** Table found below.

RT 1.2– Sample Projects template (1, 2 or 3) The bidder should consider the template below when completing the technical criteria RT 1.2 requirements. The Evaluation Team will be looking for the information described below when evaluating RT 1.2	
Project/Contract Reference	
Name of the client organization or company: _____	Contact Info (tel / email): (XXX) XXX XXXX / _____ @ _____
Project Scope: Describe the sample project scope.	
Role and responsibility: Describe the specific duties that the proposed Lead Project Manager undertook for this sample project.	
Project Complexity: Describe the complexities and identify any unique and relevant issues successfully addressed, constraints encountered during the project, and lessons learned.	
Project Methodology: The bidder should illustrate the design philosophy, approach, and methodology for this sample project and lessons learned.	
Scheduling: Describe the scheduling strategy and measures taken to prevent variations.	
Project Initiation Date: From: _____ (yyyy/mm/dd)	Project Completion Date: to : _____ (yyyy/mm/dd)
Project Budget Summary: Description of the overall project budget managed by the Lead Project Manager.	
<u>Forecasted Budget:</u> \$.....	<u>Actual Budget:</u> \$.....

Budgeting: Describe the budgeting strategy and measures taken to prevent variations and cost overruns. If any, explain the reasons for budget variations (either savings or overruns).

Evaluation of RT 1: Lead Project Manager Experience and Sample Projects

What the evaluation team will be looking at and assessing for RT 1

The Evaluation team will be assessing the submitted technical bid based on the following guidelines and will evaluate the content of RT 1 as per the **Rated Technical Criteria Evaluation** Table below.

- **Structure** – the arrangement and organization of the material presented, including key themes and objectives with supporting details and evidence is structured (i.e. logical sequence, chronological order, and easy to follow);
- **Clarity and conciseness** – the clarity and conciseness of the written response in addressing the question asked.

Not Submitted - Information is not provided

Rating of 0%

Unsatisfactory - Response is inadequate and / or quality of the Response is inadequate, i.e. no structure, unclear and/or wordy. The response provides no reference to historical, cultural, social, and economic context of First Nations Stakeholders. The Bidder does not possess the required experience and skills, and/or sample projects are not related to this requirement or are unsatisfactory.

Rating of 20%

Poor - Response is poor with many gaps or missing information. Poorly structured, making it difficult to follow and understand, minimally relevant responses with major shortfalls, with few or no examples or links to the SOW leaving the reader with questions. Response lacks clarity and conciseness. The response provides a poor quality response with many gaps or missing information regarding the historical, cultural, social, and economic context of First Nations Stakeholders. The Bidder lacks the required experience and skills, and/or sample projects are poor or generally not related to this requirement.

Rating of 40%

Fair Response is fair with some information gaps, reasonably structured in a logical sequence that is somewhat easy to follow, uses some related examples and links to the SOW, with some minor inconsistencies and is reasonably clear and concise but lacks refinement. The response is fair with some information gaps regarding the historical, cultural, social, and economic context of First Nations Stakeholders. The Bidder has an acceptable level of experience and skills, and/or sample projects are fair or generally related to this requirement.

Rating of 60%

Very Good - Response is very good with no or minor information gaps, well-structured in a logical sequence that is mostly easy to follow, effectively uses directly related examples and links to the SOW, and meets SOW requirements. Response is clear and concise. The response is very good, with no or minor gaps regarding the historical, cultural, social, and economic context of First Nations Stakeholders. The Bidder possesses the required experience and skills, and/or sample projects are directly related to this requirement.

Rating of 80%

Excellent - Response is excellent with no or minor information gaps and does not contain any errors of any kind. Includes innovative ideas or methods, effectively uses directly related examples and links to the SOW. Response is clear and concise and exceeds SOW requirements. The response is excellent with no information gaps and addresses the historical, cultural, social, and economic context of First Nations Stakeholders. The Bidder is highly experienced, and/or sample projects are excellent or most related to this requirement.

**Rating of
100%**

Evaluation of Sample Project Cost – RT 1.2	
Less than \$2,500,000,	Rating of 0%
≥ \$2,500,000 and < \$5,000,000	Rating of 20%
≥ \$5,000,000 and < \$7,500,000	Rating of 40%
≥ 7,500,000 and < \$10,000,000	Rating of 60%
≥ \$10,000,000 and <\$15,000,000	Rating of 80%
≥ \$15,000,000	Rating of 100%

RT 2 - RATED TECHNICAL CRITERIA COMPLIANCE CHECKLIST

RT 2 – PROJECT PROPOSAL Technical Rated Criteria RT 2 will be evaluated based on the submitted information in the Project Proposal Each sub-criteria show is elaborated and detailed as per the Instructions for submission and evaluation of the RT 2 below. Evaluation of each sub-criterion will be carried out in based on the content and quality of the information provided.			
RT 2 Sub-criteria technical rating point breakdown	Available Points	Page Cross Reference in Proposal	Evaluation Committee Score
RT 2 – PROJECT PROPOSAL	850	Page # __ to # __	
RT 2.1 – Understanding of the Project	130		
a) Description of the proposed Project	30		
b) Understanding of the Project governance structure	20		
c) Identification of significant issues, challenges, and risks	15		
d) Identification of technical and functional requirements	15		
e) Broader goals specific to Lubicon	20		
f) Local geographical and logistical constraints	10		
g) Sustainable Development Considerations	20		
RT 2.2 – Scope of Services of Project Team	200		
a) Profiles of the key members of the Project Team	20		
b) Project Team's Scope of services	20		
c) Project Team's role throughout all phases of the Project.	50		
d) Project Work Plan	30		
e) Project Schedule	30		
f) Labour Breakdown Matrix	50		
RT 2.3 - Management of Services	120		
a. Change management strategy	15		
b. Community Engagement and Consultation Strategy	35		
c. Communications Strategy	35		
d. Lubicon Lake Band First Nation Training and Employment Strategy	35		
RT 2.4 - Project Management Plan	200		
a. Outline of the Action Plan	35		
b. Integration Management	15		
c. Scope Management	15		
d. Schedule management	15		
e. Cost Management	15		
f. Quality Management	15		
g. Human Resources Management	15		
h. Health and Safety Management	15		
i. Communications Management	15		
j. Risk Management	15		
k. Procurement Management	15		
l. Information Management	15		
RT 2.5 - Design Philosophy/Approach/Methodology	200		
a. Design philosophy, approach, and methodology	150		
b. Aboriginal Capacity Development	50		

Instructions for submission and evaluation of:**RT 2 – Project Proposal**

The Bidder must provide a **Project Proposal** (30 pages maximum) demonstrating adequate comprehension of the Project mandate as pertaining to the RFP requirements stated in *Section 1 of Annex 2 - Project Management Services Statement of Work*, as well as its attachments, and demonstrating that the Bidder understands the challenges that it will face managing a project of this financial, technical and geographical scope.

The contents shown below are a guide for the Bidder illustrating the information that the Evaluation Committee will be seeking for evaluating **RT 2 – Project Proposal**. The topics below are not a mandatory table of content, however, the Bidder is responsible for ensuring that all topics are covered and are cross referenced clearly.

The bidder should clearly articulate, throughout all RT 2 sub-criteria, understanding of the historical, cultural, social, and economic context of the Lubicon Lake Band, and how the Bidder's proposed plan will comprehensively address not only the delivery of a major infrastructure project but the implementation of an entire community in a remote area of Northern Alberta.

RT 2.1 - Understanding of the Project The Bidder should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product. The following information should be supplied in the Proposal	Available Points:
	130
a. Description of the proposed Project, assets to be delivered, phases and their scope with respect to the services requested in this RFP (feasibility, procurement, detailed design, construction);	30
b. Demonstrate understanding of the Project governance structure, third party implications, and Project funding implications affecting the eventual Project Manager and team;	20
c. Identification of significant issues, challenges, and major project risks;	15
d. Identification of technical constraints, functional and technical requirements; and	15
e. Broader goals specific to Lubicon Lake Band (e.g. sustainable development, sensitivities, social, cultural & community needs, philosophies and values).	20
f. The local geographical and logistical constraints as they pertain to the project;	10
g. Describe sustainable development consideration for the environment, economics and social implications.	20

RT 2.2 - Scope of Services of Project Team The Bidder should demonstrate capability to perform the services and how the proposed team will meet Project challenges and provide a plan of action. The following information should be supplied in the Proposal	<i>Available Points</i>
	200
a. Profiles of the key members of the Project Team (e.g. specific assignments and responsibilities) and make-up of the full project team, organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable.	20
b. Project Team Scope of services (i.e. a detailed list of services).	20
c. Project Team's role throughout all phases of the Project. including: <ul style="list-style-type: none"> • Administration and management; • Feasibility, preliminary and detailed engineering and design; • Procurement packaging, procurement, management and contract administration; and • Construction, warranty period and project close out. 	50
d. Work Plan (i.e. a detailed breakdown of work tasks and deliverables) assigned to different team members.	30
e. Project schedule (i.e. proposed major milestone schedule, description of services, deliverables and milestones from planning through to warranty period completion); and how different team members will ensure timely project delivery.	30
f. Provide a Labour Breakdown Matrix detailing the proposed per task breakdown in labour hours for all proposed project team members and their subordinates, for all phases of the Project.	50
RT 2.3 - Management of Services The Bidder should describe how he/she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency The following information should be supplied in the Proposal:	<i>Available Points</i>
	120
a. Change management strategy and implication as per the Project Governance Structure: <ul style="list-style-type: none"> ○ Identify/describe mechanism to replace Project Management/Feasibility team member in the event of change; and ○ Recommend adjustments to such changes. 	15

b. Description of a Community Engagement and Consultation Strategy and activities to be carried out throughout all phases of the project including: <ul style="list-style-type: none"> Identify community engagement dates to be conducted at initiation and/or completion of major milestones; and How the Project Manager will address community expectations and address cultural & community needs. 	35
c. Description of a communication Strategy to be carried out throughout all phases of the project, which addresses as a minimum: <ul style="list-style-type: none"> Reporting relationships and response time and description of the proposed reporting strategy and how it aligns with Project needs; Vertical communication and horizontal communication with stakeholders (Government and communities included); and Use of diverse tools and mechanisms, to enable clear discussions among key stakeholders. 	35
d. Description of a proposed Lubicon Lake Band First Nation Training and Employment strategy to be carried out throughout all phases of the project including: <ul style="list-style-type: none"> Mechanisms to enhance and monitor Lubicon Lake Band employment; Development of training skills, and career Opportunities; and Where capacity exists, use aboriginal firms to develop and build Aboriginal business capacity. 	35
RT 2.4 - Project Management Plan The Bidder should present a comprehensive Project Management Plan. The following information should be supplied in the Proposal	Available Points
	200
a. Outline of an action plan of the services with implementation strategies and sequence of main activities	35
b. Integration Management	15
c. Scope Management	15
d. Schedule management	15
e. Cost Management	15
f. Quality Management	15
g. Human Resources Management	15
h. Health and Safety Management	15
i. Communications Management	15

j. Risk Management	15
k. Procurement Management	15
l. Information Management	15
<i>RT 2.5 - Design Philosophy/Approach/Methodology</i> The Bidder should provide a narrative description of the proposed Design philosophy, approach, and methodology to implement the mandate. This is the opportunity for the Bidder to state the overall design/planning philosophy of the proposed project team, their approaches to resolve any design/planning issues and in particular to focus on the unique aspects and challenge of the current project.	<i>Available Points</i>
The following information should be supplied in the Proposal	200
a. The proposed approach should clearly articulate the Bidder's understanding of the mandate and methodology from project onset to takeover and should address the following topics as a minimum: <ul style="list-style-type: none"> • Program/requirement analysis and definition process; • Quality control of the service in each phase of the project: max 5 points; • Construction stage services (including inspection, quality control, manuals, deficiency cleanup, warranty inspections); • Cost planning and control process; • Scheduling methodology and time control process; • Methodology, processes, and tools for risk management including risk identification, risk assessment, risk monitoring and risk response; • Proposed community events to be hosted at key milestones; and • Intention of bidder to find innovative ways to generate community feedback during feasibility, option analysis, and final design phases of the Project. 	150
b. Aboriginal Capacity Development Philosophy/Approach/Methodology: The Bidder should demonstrate how it proposes to reach out to local Aboriginal businesses, and Lubicon Lake Band community membership, with an emphasis on creating, training, education, and employment opportunities.	50

RT 2: Project Proposal

What the evaluation team will be looking at and assessing for RT 2

The Evaluation team will be assessing the submitted technical bid based on the content, quality and the following guidelines and will evaluate the content of RT 2 as per the **Rated Technical Criteria Evaluation** Table below.

- **Structure** – the arrangement and organization of objectives with supporting details and evidence is structured (i.e. logical sequence, chronological order, and easy to follow);
- **Clarity and conciseness** – the clarity and conciseness of the written response in addressing the question asked.
- **Relevance** – Content is relevant in scope and complexity to that of the scope, duties and services required as per *Annex 2 - Project Management Services Statement of Work and its attachments*.

Not Submitted - Information is not provided	Rating of 0%
Unsatisfactory - Response is inadequate and / or quality of the Response is inadequate, i.e. no structure, unclear and/or wordy. The response provides no reference to historical, cultural, social, and economic context of the Lubicon Lake Band.	Rating of 20%
Poor - Response is poor with many gaps or missing information. Poorly structured, making it difficult to follow and understand, minimally relevant responses with major shortfalls, with few or no examples or links to the SOW leaving the reader with questions. Response lacks clarity and conciseness. The response provides a poor quality response with many gaps or missing information regarding the historical, cultural, social, and economic context of the Lubicon Lake Band.	Rating of 40%
Fair Response is fair with some information gaps, reasonably structured in a logical sequence that is somewhat easy to follow, uses some related examples and links to the SOW, with some minor inconsistencies and is reasonably clear and concise but lacks refinement. The response is fair with some information gaps regarding the historical, cultural, social, and economic context of the Lubicon Lake Band.	Rating of 60%
Very Good - Response is very good with no or minor information gaps, well-structured in a logical sequence that is mostly easy to follow, effectively uses directly related examples and links to the SOW, and meets SOW requirements. Response is clear and concise. The response is very good, with no or minor gaps regarding the historical, cultural, social, and economic context of the Lubicon Lake Band.	Rating of 80%
Excellent - Response is excellent with no or minor information gaps and does not contain any errors of any kind. Includes innovative ideas or methods, effectively uses directly related examples and links to the SOW. Response is clear and concise and exceeds SOW requirements. The response is excellent with no information gaps and addresses the historical, cultural, social, and economic context of the Lubicon Lake Band.	Rating of 100%

ATTACHMENT 3 TO PART 4 – PRICE PROPOSAL FORM

Bidders are to complete this Price Proposal Form and submit it in **a separate envelope** with the name of Bidder (or Joint Venture), name of the Project, PWGSC Solicitation Number, and the words “PRICE PROPOSAL FORM” typed on the outside of the envelope. Price Proposals are to include applicable Taxes (e.g. GST and HST), but must be shown separately. The bidder should review *Part 2 – Bidder’s Instructions* and *Part 3 – Bid Preparation Instructions* of this RFP for additional details regarding bid submission.

Pricing Proposals for the Required Services

Pricing Schedules 1 to 3 shall correspond to **fixed fee** prices for the delivery of the required services for each phase of the project as per *Annex 2 – Programs and Services, and Activity Delivery Requirements and Adjustment Factors – DISC Funding*.

Bidders should submit firm all-inclusive prices (including overhead, profit, and all related costs) in Canadian funds.

The costs specified below, when quoted by the Bidders, includes any of the following expenses that may need to be incurred to satisfy the terms of the Funding Agreement that may result from its bid:

1. All travel and living expenses for work performed within the Little Buffalo Community in Northern Alberta.
2. Any travel expenses for travel between the Bidders' place of business and the work site; and
3. Any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any Funding Agreement that may result from the bid solicitation.
4. Subject to any provisions specifically to the contrary in the Funding Agreement, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately:
 - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Funding Agreement;
 - b. standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
 - c. courier and delivery charges for deliverables specified in the Funding Agreement;
 - d. plotting;
 - e. presentation material;
 - f. parking fees;
 - g. taxi charges;
 - h. travel time;
 - i. travel expenses; and

- j. local project office.

BIDDERS SHALL NOT ALTER THIS FORM.

Project Title: Lubicon Lake Band Community Infrastructure Project

Name of Bidder:

Solicitation Number:

The following WILL form part of the evaluation process

Table 4.1 – Pricing Schedule 1

Phase 1 – Project Management Services , Feasibility and Pre-Design Studies	Fixed - Fee	Applicable Tax (e.g. GST and HST)
P1A – 1.0 Project Management Services during Phase 1:		
P1A – 1.1 General Project Management Services	\$.....	\$.....
P1A – 2.0 Project Management Services to Complete Feasibility Studies & Options Analysis for the following Capital Assets:		
P1A – 2.1 Water, wastewater, and fire protection services which include: <ul style="list-style-type: none"> a. Potable water supply, treatment, and distribution b. Wastewater collection and treatment c. Firefighting systems and associated infrastructure requirements 	\$.....	\$.....
P1A – 2.2 Education facilities which include: <ul style="list-style-type: none"> a. Comprehensive K4 – G12 School, and associated studies (SASS Review) b. Teacherages c. Aboriginal Head Start On-Reserve Building 	\$.....	\$.....
P1A – 2.3 Community planning and housing strategy which includes: <ul style="list-style-type: none"> a. Residential housing b. Elders' residences 	\$.....	\$.....
P1A – 2.4 Community buildings which includes: <ul style="list-style-type: none"> a. Administration building b. Community multi-purpose building, including production kitchen and indoor hockey rink c. Fire Station d. Public Works Building, Public Works lot, and mobile maintenance equipment. e. Community Health Centre 	\$.....	\$.....
P1A – 2.5 Feasibility and option analysis for heating sources and energy systems for community buildings	\$.....	\$.....
P1A - 2.6 Solid waste management plan and transfer station analysis	\$.....	\$.....

P1A – 3.0 Project Management Services to Complete Pre-Design Studies on following Capital Assets:		
P1A – 3.1 Core community roads, drainage and services;	\$.....	\$.....
P1A – 3.2 Core community electrical network and supply;	\$.....	\$.....
P1A – 3.3 Core community connectivity and telecommunication;	\$.....	\$.....
P1A – 3.4 Core community street and buildings lighting	\$.....	\$.....
P1A - 4.0 Project Management Services to Complete Detailed Design Procurement Packages		
P1A – 4.1 Preparation of detailed design procurement packages for all approved feasibility options identified in section P1 - 2.0 of this price schedule <ul style="list-style-type: none"> i. Water, wastewater and fire protection services ii. Education facilities iii. Residential housing and Elders' residences iv. Community Buildings v. Community heating sources and energy systems vi. Solid waste management plan and transfer station analysis 	\$.....	\$.....
P1A – 4.2 Preparation of detailed design procurement packages for all approved pre-design packages identified in section P1A - 3.0 of this price schedule. <ul style="list-style-type: none"> i. Core community roads, drainage, and services; ii. Core community electrical network and supply iii. Core community connectivity and telecommunication iv. Core community street and buildings lighting 	\$.....	\$.....
P1A - 5.0 Project Management Services required to complete the following Phase 1 deliverables		
P1A – 5.1 Preparation of phase 1 Final Report, including feasibility and pre-design gap analysis and integration strategy	\$.....	\$.....
P1A – 5.2 Detailed Project Management Plan including project management and execution strategy for complete project delivery (Phase 1 – 3) as per <i>Section 1 of Annex 2 - Project Management Services Statement of Work</i> , as well as its attachments	\$.....	\$.....

P1A – 5.3 Consultation and Communication Engagement Sessions Strategy	\$.....	\$.....
Pricing Schedule Subtotal 1	\$.....	\$.....
Phase 1 – Engineering Services, Feasibility and Pre-Design Studies	Fixed - Fee	Applicable Tax (e.g. GST and HST)
P1B – 1.0 Engineering Services inclusive of Material Testing & Reporting Required to Complete Feasibility Studies & Options Analysis for the following Capital Assets:		
P1B – 1.1 Water, wastewater and fire protection services which include: a. Water supply, treatment and distribution; b. Wastewater collection and treatment c. Firefighting systems and associated infrastructure requirements	\$.....	\$.....
P1B – 1.2 Education facilities which include: a. Comprehensive K4 – G12 School, and associated studies (SASS Review) b. Teacherages c. Aboriginal Head Start On-Reserve Building	\$.....	\$.....
P1B – 1.3 Community planning and housing strategy which includes: a. Residential housing b. Elders' residences	\$.....	\$.....
P1B – 1.4 Community buildings which includes: a. Administration building b. Community multi-purpose building, including production kitchen and indoor hockey rink c. Fire Station d. Public Works Building, Public Works lot, and mobile maintenance equipment. e. Community Health Centre	\$.....	\$.....
P1B – 1.5 Feasibility and option analysis for heating sources and energy systems community wide	\$.....	\$.....
P1B – 1.6 Solid waste management plan and transfer station analysis	\$.....	\$.....
P1B – 2.0 Engineering Services inclusive of Material Testing & Reporting Required to Complete Pre-Design Studies for the following Capital Assets:		

P1B – 2.1 Core community roads, drainage and services	\$.....	\$.....
P1B – 2.2 Core community electrical network and supply	\$.....	\$.....
P1B – 2.3 Core community connectivity and telecommunication	\$.....	\$.....
P1B – 2.4 Core community street and buildings lighting	\$.....	\$.....
P1B - 3.0 Engineering Services required to complete the following phase 1 deliverables		
P1B – 3.1 Draft Complementary Site Investigations Service Package	\$.....	\$.....
P1B – 3.2 Completion of Detailed Environmental Review Report	\$.....	\$.....
P1B – 3.3 Preparation of Phase 1 Final Report, including feasibility and pre-design gap analysis and integration strategy Final Phase 1 Report	\$.....	\$.....
Pricing Schedule subtotal 2	\$.....	\$.....
Pricing Schedule 1 Total	\$.....	\$.....

Table 4.2 – Pricing Schedule 2

Phase 2 – Project Management Services, Detailed Design	Fixed - Fee	Applicable Tax (e.g. GST and HST)
P2 - 1.0 Project Management and General Site Services during Phase 2		
P2 - 1.1 General Project Management Services	\$.....	\$.....
P2 - 2.0 Project Management services to Develop and Award Detailed Design Procurement Packages		
P2 – 2.1 Develop and Award of detailed design procurement packages for all approved feasibility options <ul style="list-style-type: none"> i. Water, wastewater and fire protection services ii. Education facilities iii. Residential housing and Elders' residences iv. Community Buildings v. Community heating sources and energy systems vi. Solid waste management plan and transfer station analysis 	\$.....	\$.....
P2 – 2.2 Develop and Award of detailed design procurement packages for all approved pre-design packages <ul style="list-style-type: none"> i. Core community roads, drainage, and services; ii. Core community electrical network and supply iii. Core community connectivity and telecommunication iv. Core community street and buildings lighting 	\$.....	\$.....
P2 - 3.0 Project Management Services to Develop and Award the Following Procurement Package		
P2 – 3.1 Complementary Site Investigation Service Package	\$.....	\$.....
P2 – 4.0 Project Management Services, Detailed Engineering and Tender Development including; Detailed Design Oversight and Preparation of Construction Contract Tender Packages for the following Capital Assets:		
P2 – 4.1 water, wastewater and fire protection services which include: <ul style="list-style-type: none"> a. Water supply, treatment and distribution; b. Waste water collection and treatment c. Firefighting systems and associated infrastructure requirements 	\$.....	\$.....
P2 – 4.2 Education facilities which include: <ul style="list-style-type: none"> a. Comprehensive K4 – G12 School, and associated studies (SASS Review) b. Teacherages c. Aboriginal Head Start On-Reserve (AHSOR) Building 	\$.....	\$.....

P2 – 4.3 Community housing requirements which includes: a. Residential housing b. Elders' residences	\$.....	\$.....
P2 – 4.4 Community Buildings, which includes: a. Administration building b. Community multi-purpose building, including production kitchen and indoor hockey rink c. Fire Station d. Public Works Building, Public Works lot, and mobile maintenance equipment. e. Community Health Centre	\$.....	\$.....
P2 – 4.5 Heating sources and energy systems community wide.	\$.....	\$.....
P2 – 4.6 Core community roads, drainage and services;	\$.....	\$.....
P2 – 4.7 Core community electrical network and supply;	\$.....	\$.....
P2 – 4.8 Core community connectivity and telecommunication;	\$.....	\$.....
P2 – 4.9 Core Community street and community buildings lighting	\$.....	\$.....
P2 – 4.10 Solid waste management plan and transfer station	\$.....	\$.....
P2 - 5.0 Project Management Services required to develop phase 2 deliverables		
P2 - 5.1 Completion of Complementary Site Investigation Service Package	\$.....	\$.....
P2 - 5.2 Phase Final Report including Preparation of Phase 2 design and construction contract gap analysis and integration strategy	\$.....	\$.....
P2 – 5.3 Preparation of a First Nations Training and Employment Strategy	\$.....	\$.....
P2 – 5.4 Consultation and Communication Engagement Sessions Strategy	\$.....	\$.....
Pricing Schedule 2 Total	\$.....	\$.....

Table 4.3 – Pricing Schedule 3

Phase 3 – Project Management Services, Construction, Commissioning, and Warranty Period	Fixed - Fee	Applicable Tax (e.g. GST and HST)
P3 - 1.0 Project Management Services and General Site Services during Phase 3		
P3 - 1.1 General Project Management Services	\$.....	\$.....
P3 - 1.2 Project Initiation Preparation and Site Office Installation	\$.....	\$.....
P3 – 2.0 Project Management Services, Construction Contract Award and Administration for the following Capital Assets:		
P3 – 2.1 water, wastewater and fire protection services which includes:: a. Water supply, treatment and distribution; b. Wastewater collection and treatment c. fire protection services	\$.....	\$.....
P3 – 2.2 Education facilities which includes: a. Comprehensive K4 – G12 School b. Teacherages c. Aboriginal Head Start On-Reserve (AHSOR) Building	\$.....	\$.....
P3 – 2.3 Community housing requirements which includes: a. Residential housing b. Elders' residences	\$.....	\$.....
P3 – 2.4 Community buildings, which include: a. Administration Building b. Community multi-purpose building, including production kitchen and indoor hockey rink c. Fire Station d. Public Works Building, Public Works lot, and mobile maintenance equipment. e. Community Health Centre	\$.....	\$.....
P3 – 2.5 Heating sources and energy systems community wide	\$.....	\$.....
P3 – 2.6 Solid waste management plan and transfer station	\$.....	\$.....
P3 – 2.7 Core community roads, drainage, and services	\$.....	\$.....

P3 – 2.8 Core community electrical network and supply	\$.....	\$.....
P3 – 2.9 Core community connectivity and telecommunication;	\$.....	\$.....
P3 – 2.10 Core community street and buildings lighting	\$.....	\$.....
P3 – 3.0 Engineering Management & Support Services for all Capital Assets: <ul style="list-style-type: none"> a. Technical Inspection and verification of tender documents and shop drawings during construction. b. Material testing and Quality Assurance related costs. c. Surveying costs during construction and coordination between trades. d. Technical Coordination with Fit-up and Commissioning Authorities. 	\$.....	\$.....
P3 - 4.0 Project Management Services required to develop phase 3 deliverables		
P3 – 4.1 Compilation of Operation and Maintenance (O&M) and Training manual report for all Capital Assets	\$.....	\$.....
P3 – 4.2 Compilation of Operation and Maintenance (O&M) Cost Estimate Projections report for all Capital Assets	\$.....	\$.....
P3 – 4.3 Phase 3 Final and Takeover Report	\$.....	\$.....
Pricing Schedule 3 Total	\$.....	\$.....

Table 4.4 - Total Cost of Services

For Proposal Evaluation Purposes

Evaluated Price Schedules	FIXED FEE	Applicable Tax (e.g. GST and HST)
Pricing Schedule 1	\$.....	\$.....
Pricing Schedule 2	\$.....	\$.....
Pricing Schedule 3	\$.....	\$.....
Total Evaluated Price – (Pricing Schedule 1 to 3)	\$.....	\$.....

The following will NOT form part of the evaluation process

Canada may accept or reject any of the following fees, and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

Extra work

Extra work will be conducted on an "as and when requested" basis where charges shall be made for actual labour. Any costs incurred for extra work will be paid in accordance with the approved labour rates after the completion, inspection, and acceptance of the work performed.

When "as and when requested" Work is requested during the Funding Agreement period, the Funding Agreement Authority will complete and send to the Recipient *Annex 9 - Extra Work Form*. Written authorization must be obtained from the Funding Agreement Authority prior to conducting any extra work.

The Work described in *Annex 9 - Extra Work Form* must be in accordance with the scope of the Agreement. The Bidder acknowledges that any Work performed before an Extra Work form has been received will be done at the Bidder's own risk.

Hourly Rates

The Bidders are to submit in an annex to their financial bid a detailed breakdown of fixed hourly rates for the various project team members along with justification from previously completed comparable projects. The rates shall be firm all-inclusive labour rates (including overhead, profit, and all related costs) in Canadian funds.

Escalation Clause

The firm hourly rates detailed above will be adjusted annually on the start date of each new Funding Agreement (F.A) Year (starting on year 4 of the Funding Agreement) by the amount established based on the annual average percentage increase (decrease) in the monthly index of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-X, Table 5, for the 12-month period ending 2 months prior to the new F.A. Year Start date:
<https://www.bankofcanada.ca/rates/price-indexes/cpi/>

Example:

Contract Start Date: April 2017

At the start of Contract Year 4 (i.e. April 2019), the Contract Year 3 rates as stated in the following Table would be increased by 1.3% based on the following assumptions:

% Change in Monthly CPI

April	2017	0.9%
May	2017	0.9%
June	2017	1.1%
July	2017	1.0%
August	2017	1.4%
September	2017	1.6%
October	2017	1.6%
November	2017	1.7%
December	2017	1.5%

January	2018	1.7%
February	2018	1.1%
March	2018	1.2%

$$15.7\% / 12 = 1.3\%$$

To determine the Contract Year 5 rates, the Contract Year 4 rates calculated above would be adjusted using the same Statistics Canada Table and same formula with data for the April 2019 - March 2020 12-month period.

THE SUBMITTED HOURLY RATES MAY BE USED FOR FUTURE AGREEMENT AMENDMENTS

Disbursements (expenses outside the planned project scope)

At cost without allowance for mark-up or profit, supported by invoices/receipts.

1. Subject to any provisions specifically to the contrary in the Funding Agreement, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representatives, shall be reimbursed to the Consultant at actual cost:
 - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Funding Agreement;
 - b. transportation costs for material samples and models additional to that specified in the Funding Agreement;
 - c. project related travel and accommodation additional to that specified in the Funding Agreement shall be reimbursed in accordance with current [National Joint Council \(NJC\) Travel Directive](#) ; and
 - d. Other disbursements made with the prior approval and authorization of the Departmental Representatives.
2. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Agreement Particulars, without the prior authorization of the Departmental Representatives.

PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a Funding Agreement.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or a contractor in default if any certification supplied by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or Funding Agreement period.

The RFP Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by the RFP Authority will render the bid non-responsive or constitute a default under the Funding Agreement.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their technical bid submission:

The Bidder must demonstrate that the Lead Project Manager must be a licensed Professional Engineer or Registered Architect, or eligible to be licensed in the Province of Alberta, and demonstrate through the provided CV, a minimum of 15 years (180 months) of relevant experience providing project management services for the delivery of construction projects.

Professional Licensing

The Bidder's proposed team providing professional services must be licensed, or eligible to be licensed, certified and/or otherwise authorized to provide the necessary professional services to the full extent that may be required by law in the Province of Alberta, as dictated by the Association of Professional Engineers and Geoscientists of Alberta (APEGA) and/or the Alberta Association of Architects (AAA).

Corporate Licensing

For each proposed firm (if joint venture), the Bidder must provide the corresponding Certificate of Authorization, Firm License to Practice and/or Corporation Permit to Practice as applicable with APEGA and/or AAA or equivalent.

5.2 Certifications Precedent to Funding Agreement Award

The certifications and additional information listed below should be submitted with the bid but may also be submitted afterwards. If any of this information is not completed and submitted as requested, the Funding Agreement Authority will inform the Bidder of a timeframe within which to provide the information. Failure to provide the certifications or the additional information listed below within the timeframe specified will render the bid non-responsive.

5.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a Funding Agreement as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience to the satisfaction of the Project Implementation Committee (PIC). The Bidder must advise the Funding Agreement Authority and the PIC of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed

and to submit his/her résumé to Canada. The Bidder must, upon request from the Funding Agreement Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Funding Agreement.

Compliance with the certifications provided by the Bidder in its bid is a condition of the Funding Agreement and subject to verification by Canada during the term of the Funding Agreement. If the Bidder does not comply with any certification or it is determined that any certification made by the Bidder in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Funding Agreement, to terminate the Agreement for default.

Print name of authorized individual

SIGNATURE

DATE

PART 6 FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial and insurance Requirements with the Bid

Bidders must submit as applicable the following duly completed requirements as part of their Technical bid submission.

6.2 Financial Capability

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Funding Agreement Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Funding Agreement Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Funding Agreement Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Funding Agreement Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Funding Agreement Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Funding Agreement Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Funding Agreement Authority must be provided by each member of the joint venture.

3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Funding Agreement Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
5. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Subsections 20(1) (b) and (c).
6. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a funding agreement as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Section 3 of Annex 2– *Insurance*.

If the information is not provided in the bid, the RFP Authority will so inform the Bidder and provide the Bidder with a timeframe within which to meet the requirement. Failure to comply with the request of the RFP Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 RESULTING FUNDING AGREEMENT

The successful Bidder will be required to execute a Funding Agreement with DISC in the form set out below.

FUNDING AGREEMENT

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
As represented by the Minister of Indigenous Services
This Agreement refers to this party to the Agreement as the
"Government of Canada"

And

[RECIPIENT NAME]

This Funding Agreement refers to this party to the Agreement as the
"Recipient".

Part 1 - The purpose and scope of the Agreement

1. The purpose of the Agreement

- 1.1 The Recipient wishes to undertake an Initiative and receive funds from the Government of Canada to assist with the costs, and agrees to account for the use of all funds provided and the results achieved with these funds.
- 1.2 The Government of Canada wishes to provide funds to support the Recipient's identified objectives for the Initiative.
- 1.3 This Agreement describes the rules that apply to the funding being provided for an Initiative and the duties of the Recipient and the Government of Canada under this Agreement.

2. The parts that make up the Agreement

2.1 "Agreement" means:

- All the sections of this Agreement
- The annexes that are part of this Agreement:
 - Annex 1 - Definitions of Words and Terms Underlined in the Agreement
 - Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding
 - Annex 3 - Conditions of Payment - DISC Funding
 - Annex 4 - Payment Plan
 - Annex 5 - Reporting Requirements and Due Dates - DISC Funding
 - Annex 6 - Additional Information and Documentation
 - Annex 7 - Project Team Governance Structure
 - Annex 8 - Administrative Agreement
 - Annex 9 - Extra Work Form
 - Annex 10 – Capital Agreement
- Any amendments to and notices under this Agreement that are made according to its terms.

3. The scope of the Agreement

- 3.1 This Agreement is the complete Agreement between the parties and replaces all previous negotiations, Agreements, commitments, written correspondence, and discussions between the Government of Canada and the Recipient about its subject matter.
- 3.2 Notwithstanding the foregoing, the Recipient's bid document dated **[Month, Day, Year]** will be incorporated by reference into this Agreement, provided that both the Government of Canada and the Recipient have agreed on what parts of the bid document are to be incorporated. The Government of Canada and the Recipient shall indicate their Agreement to the parts of the bid document to be included by crossing out and initialing each provision that is not to be incorporated and then indicating in writing on the last page of the bid document that both parties agree that the bid document as amended is to form a part of this Agreement and then shall sign and date the last page.
- 3.3 If there is a conflict between the wording in this Agreement and the wording in the bid document, the wording in this Agreement shall prevail to the extent of any inconsistency.

4. Duration of the Agreement

- 4.1 Unless this Agreement ends early, the duration of this Agreement is from the [Multi Year Start Date Day] day of [Multi Year Start Date Month], [Multi Year Start Date Year] until [Multi Year End Date Day] day of [Multi Year End Date Month], [Multi Year End Date Year].

Part 2 - Government of Canada Funding

5. Government of Canada funding

5.1 The Government of Canada will make payments to the Recipient, according to the terms of this Agreement:

- a. for the purpose(s) set out in *Annex 2 - Programs and Services and Activity Delivery Requirements and Adjustment Factors - DISC Funding*;
- b. up to the maximum amounts set out in *Annex 3 - Conditions of Payment - DISC funding*; and
- c. following the payment schedule in *Annex 4 - Payment Plan*.

5.2 If this Agreement covers more than one Fiscal Year, *Annex 4 - Payment Plan* will set out a payment schedule for the first Fiscal Year and the Government of Canada will, by notice, before each subsequent Fiscal Year, provide a revised payment schedule for that Fiscal Year.

6. Funding legislation and federal funding programs

6.1 An obligation on the Government of Canada to make a payment under this Agreement is dependent on an appropriation of funds by the Parliament of Canada for the Fiscal Year in which the payment is to be made, regardless of any other provision in this Agreement.

6.2 Any federal department providing funding under this Agreement may change or end the funding when:

- a. the Treasury Board of Canada changes or ends the funding program through which the funding is being provided;
- b. the Minister presiding over that department changes or ends the funding program through which the funding is being provided; or
- c. the Parliament of Canada changes the funding levels of that department for the Fiscal Year in which the funding was to be provided.

7. Funds to be withheld - failure to file required reports

7.1 The Government of Canada may withhold funds from the Recipient when the Recipient has not submitted, by the due date, any financial or other report required by this Agreement or by a predecessor Funding Agreement between the Recipient and a federal department providing funding under this Agreement. The default provisions of this Agreement may also apply.

7.2 The Government of Canada will pay the withheld funds to the Recipient within 45 days of the required reports being submitted by the Recipient and accepted by the Government of Canada, subject to the provisions on Overspending (section 16.1) and Overpayments owing to the Government of Canada (section 17.1).

Part 3 - Recipient Duties

8. General Duties

8.1 The Recipient must:

- a. provide each program or service, or carry out each Activity, according to the terms in *Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding*, and
- b. track the receipt and use of funds according to the terms in *Annex 3 - Conditions of Payment - DISC funding*, and
- c. give notice (section 38, Notices in writing) promptly to any federal department that is providing over \$100,000 funding for an Initiative under this Agreement when the Recipient receives funding assistance from any other federal department, or any provincial, territorial, or municipal government for the same Initiative. DISC may require the Recipient to pay back to DISC any amount of DISC funding that DISC considers a duplication of funding from another source.

8.2 The Recipient must implement and maintain conflict of interest guidelines. At a minimum, the conflict of interest guidelines must:

- a. prohibit an employee or representative of the Recipient from benefiting from that position beyond the compensation for being an employee or representative, and
- b. require any employee or representative of the Recipient who is in a conflict of interest relating to a decision to be made by the Recipient to disclose this conflict to the Recipient and then withdraw from the decision-making discussions.

9. The use of Government of Canada funds

9.1 The Recipient must use the funds provided by the Government of Canada for the Eligible Costs of each Initiative described in *Annex 2 – Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC funding*.

9.2 The Recipient must not loan any of the funds provided by the Government of Canada under this Agreement unless permitted to do so in an annex to this Agreement.

10. Record-keeping duties

10.1 The Recipient must keep financial records, including accounts, and non-financial records for each Initiative.

10.2 The Recipient must maintain financial records in a way that substantiates the financial reports required under this Agreement. These records must also allow for audit as required by section 25.1 (Financial records to allow for audit).

10.3 The Recipient must store these financial and non-financial records, including all original supporting documentation, for seven (7) years. The seven (7) year period starts to run on the April 1st that follows the last Fiscal Year to which a record relates.

11. Reporting duties

11.1 By the reporting due dates set out in *Annex 5 - Reporting Requirements and Due Dates - DISC Funding*, the Recipient must provide DISC with:

- a. the financial reports required by the Reporting Guide for each Fiscal Year, or part of the year, that is within the time period covered by this Agreement, and

- b. any other required reports including those identified in *Annex 5 - Reporting Requirements and Due Dates - DISC Funding* and described in the *Reporting Guide* or in *Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding*.

11.2 The Recipient must also provide any other federal department that is providing funding under this Agreement with all the required reports identified in the annex relating to that funding.

11.3 The Recipient may request, in writing to the relevant funding department, **before** the due date, a deadline extension for providing a report required by the Agreement. The written request must explain the circumstances beyond the Recipient's control that prevent the Recipient from meeting the due date. The Government of Canada may agree to an extension and, if it so decides, will provide the Recipient with a written notice setting out the new due date.

11.4 The Government of Canada will notify the Recipient that it has received the Recipient's financial report within 30 days of receiving it.

11.5 The Recipient must have its yearly financial reports audited by an independent auditor who is recognized in the province or territory in which the Recipient has its administrative offices. The Recipient will notify the Government of Canada, in writing, of the appointment of the auditor at least 2 weeks before the end of the Fiscal Year being covered by the audited financial reports.

11.6 The Recipient must provide its audited yearly financial report to any federal department that is providing funding under this Agreement and requests a copy.

11.7 If this Agreement covers more than one Fiscal Year, DISC will provide by notice a revised *Annex 5 - Reporting Requirements and Due Dates - DISC Funding* for each new Fiscal Year. The Annex for the previous Fiscal Year will continue to apply in respect of that Fiscal Year.

12. Recipient accountability for the obligations in this Agreement

12.1 The Recipient may delegate obligations or transfer funds to an Agency to carry out or manage all or part of an Initiative funded under this Agreement. The Recipient remains accountable for the obligations in this Agreement and is responsible for making certain that the Agency fulfills its contractual obligations to the Recipient.

12.2 When the Recipient delegates obligations or transfers funds to an Agency, the Recipient must ensure that:

- a. the responsibilities, roles, and relationship between the Agency and the Recipient are clearly stated
- b. the Agency allows the Recipient to inspect its records and to make copies or the Agency provides the Recipient with timely reports in a way that allows the Recipient to comply with the financial reporting and record-keeping requirements of this Agreement
- c. the Agency consents to allow the Recipient to provide the Government of Canada with financial or other reports that the Agency submits to the Recipient
- d. the Agency will, upon request of auditor(s) or evaluator(s) employed or on contract to the Government of Canada
 - i. provide them with access to all of its financial records and non-financial records, including supporting documentation, relating to any Initiative which the Agency is carrying out or managing for the Recipient
 - ii. allow them to inspect these records and to make copies or extracts of these records unless that is prohibited by law
 - iii. provide them with all necessary assistance including access to the Agency 's premises, and

- iv. direct any entity that has provided accounting or record-keeping services to the Agency to provide them with copies of accounts and other records relating to any Initiative that the Agency is carrying out or managing, in whole or in part, for the Recipient,
- e. the Agency maintains records relating to all or part of any Initiative that the Agency is carrying out or managing for the Recipient, including original supporting documents, and stores them for 7 years counting the time from the April 1st that follows the last Fiscal Year to which a document relates, and
- f. there is a written contract between the Recipient and the Agency, signed by each of their authorized representatives, that sets out, at a minimum:
 - i. the obligations of the Agency, including those relating to the Recipient's obligations under this Agreement which are set out in sections (a) to (e)
 - ii. the understanding that the relationship between the Recipient and the Agency does not and is not intended to create an Agency, association, employer-employee, or joint venture relationship between the Agency and the Government of Canada and that neither the Recipient nor the Agency will suggest that it does
 - iii. the agreement that the obligations in paragraphs (c), (d), and (e) continue after the end of the contract between the Agency and the Recipient, and
 - iv. the permission to provide the Government of Canada with a copy of the contract between the Agency and the Recipient.

12.3 The Recipient warrants that it is competent to perform the activities associated with the initiative and has the necessary skills, knowledge, licenses, and qualifications to perform the activities associated with the initiative.

12.4 In performing the Activities associated with the Initiative, the Recipient shall exercise all the reasonable skill, care and diligence to be expected of an appropriately qualified and competent person experienced in carrying out equivalent Activities for Initiatives of a similar size, scope, complexity, value and purpose and shall adhere to any practices and procedures developed by professional bodies that govern the types of Activities performed by the Recipient.

12.5 The Recipient shall comply with all statutes, regulations, by-laws, codes, and guidelines applicable to the Initiative and shall consult with the Government of Canada to ensure that any consents, approvals, licenses and permits required for the Initiative may be obtained.

Part 4 - Funding Management

13. Timing of payments for Eligible Costs

13.1 *Annex 4 - Payment Plan* sets out the amounts and the timing of payments for the Recipient's Eligible Costs under this Agreement. The Recipient must use the funds provided for the purpose, in the amounts, and during the timeframe detailed in *Annex 4 - Payment Plan*.

14. Changes in funding needs or timing - no increase in maximum payable

14.1 When the Recipient becomes aware that payments to be made for an Initiative according to the schedule in *Annex 4 - Payment Plan* are no longer accurate and that there is a need for funds sooner or there will be a delay before some funds are required, the Recipient must notify the relevant funding department promptly and propose appropriate amendments to *Annex 4 - Payment Plan*. A change in the amount or timing of an advance payment may not increase the overall amount of funding for an Initiative.

14.2 The relevant funding department will notify the Recipient of its acceptance or rejection of the proposed adjustment within thirty (30) days. When the funding department agrees to make an adjustment, it will send a Notice of Cash Flow Adjustment to the Recipient and attach the appropriately amended *Annex 4 - Payment Plan*.

15. Changes in funding affecting the amount payable - Adjustment Factor

15.1 When the amount of funding to be provided to the Recipient changes according to an Adjustment Factor set out in *Annex 2 – Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding*, the relevant funding department will send the Recipient a Notice of Budget Adjustment with the appropriately amended *Annex 3 - Conditions of Payment - DISC Funding* and *Annex 4 - Payment Plan*.

16. Overspending - Recipient's responsibility

16.1 The Recipient is responsible for any expenses that it has incurred for an Initiative which are more than the amount of funding provided for Eligible Costs under this Agreement.

17. Overpayments owing to the Government of Canada

17.1 Any amount that the Recipient is required to pay back to the Government of Canada or that the Recipient otherwise owes to the Government of Canada is a debt due to the Government of Canada. The debt becomes payable when the Government of Canada notifies the Recipient of the debt. After giving this notice, the Government of Canada may Set Off the debt against any amount payable to the Recipient under this Agreement or any other Agreement through which a federal department provides funding to the Recipient.

17.2 Without limiting the default (section 18) or termination (section 29) provisions of this Agreement, the Recipient must repay the Government of Canada any overpayment of funds provided to the Recipient according to the provisions in *Annex 3 - Conditions of Payment - DISC Funding* and *Annex 4 - Payment Plan*.

17.3 An overpayment may occur, for example, when:

- a. the Recipient did not spend all the funds provided by the Government of Canada;
- b. the Recipient did not spend funds on Eligible Costs during the Fiscal Year in which they were allocated to be spent and *Annex 3 - Conditions of Payment - DISC Funding* does not allow any other option;
- c. the Recipient spent funds on an expense that is not an eligible cost; or
- d. the Government of Canada made an overpayment in error.

- 17.4 The Recipient may include payment of the debt due to the Government of Canada with its financial report identifying the overpayment.
- 17.5 The Government of Canada will charge interest on overdue amounts owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188, made under the *Financial Administration Act*.

Part 5 - Default under this Agreement

18. Circumstances of default

18.1 The Recipient is in default of this Agreement when:

- a. the Recipient defaults on any of its obligations set out in this Agreement or in any other Funding Agreement with a federal department providing funding under this Agreement;
- b. the Recipient's independent auditor gives a disclaimer of opinion or adverse opinion of the financial statements of the Recipient required under this Agreement or under any previous Funding Agreement between the Recipient and a federal department providing funding under this Agreement which required an independent audit;
- c. a Minister representing the Government of Canada in this Agreement is of the opinion, after having reviewed the Recipient's financial reports and any other financial information, that the Recipient's financial position puts an Initiative at risk, or
- d. the Recipient becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases operations, or ceases to be a corporation in good standing under the applicable laws of Canada or of a province or territory.

19. Commitment to communicate

19.1 In the event that the Recipient is in default, the parties will communicate or meet to review the situation.

20. Remedies on default

20.1 Despite section 19.1, in the event that the Recipient is in default of this Agreement, the Government of Canada may take one or more of the following actions:

- a. require the Recipient to develop and implement a Management Action Plan within 60 calendar days, or within another time agreed to by the parties in writing;
- b. require the Recipient to seek advisory support from a source and of a type acceptable to the Government of Canada;
- c. withhold any funds otherwise payable under this Agreement;
- d. require the Recipient to take any other reasonable action necessary to remedy the default;
- e. take such other reasonable action as the Government of Canada deems necessary, including any remedies which may be set out by a federal department in an annex to this Agreement;
- f. terminate this Agreement, or
- g. require the Recipient to assign to the Government of Canada, or a party chosen by the Government of Canada, any contract which the Recipient has entered into in connection with this Agreement in order to permit the Government of Canada or a third party to complete the Initiative.

20.2 Despite the reference to the Government of Canada in section 20.1, the remedies set out there may be exercised by any one or more of the federal departments providing funding to the Recipient under this Agreement.

21. Disclosure of financial records to other departments

21.1 Without limiting the Government of Canada's right to conduct an audit under section 24 or its options under section 20 (Remedies on default), when the Recipient defaults on an obligation under this Agreement to make a financial report available to a requesting federal department that is providing

funding under this Agreement, DISC may provide the relevant financial reports to that federal department.

21.2 Without limiting the Government of Canada's right to conduct an audit under section 24 or its options under section 20 (Remedies on default), when the Recipient defaults on the obligation under this Agreement to provide the Government of Canada with an independently-audited financial report, the Government of Canada may:

- a. require the Recipient to appoint an independent auditor, recognized in the province or territory in which the Recipient has its administrative offices, to audit the Recipient's financial reports at the Recipient's cost and to deliver the audited financial reports to the Government of Canada within a reasonable time set by the Government of Canada, or
- b. appoint an independent auditor, recognized in the province or territory in which the Recipient has its administrative offices, in which case:
 - i. the Recipient will provide the auditor appointed by the Government of Canada with full access to its financial accounts and non-financial records and with any other information that the auditor needs to perform the audit, and
 - ii. the Recipient will reimburse the Government of Canada for all of the audit costs.

Part 6 - Information and the publication of information

22. Disclosure of information by the Government of Canada

22.1 The Government of Canada may make public:

- a. the name of the Recipient;
- b. the amount of funding provided under this Agreement, and
- c. the general nature of each Initiative described in *Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding*.

22.2 Section 22.1 does not limit the rights or obligations that the Government of Canada has to disclose information.

23. Publicity about funding

23.1 Either the Government of Canada or the Recipient may propose to the other party a joint public announcement or the development of joint communication materials that recognize the Government of Canada's funding for an Initiative under this Agreement. Communication materials may include public events, media releases, interviews, speeches, publications, signage, websites, advertising, and promotional materials.

23.2 The party making the proposal will provide time for the other party to respond in writing before the communication release or event. The party receiving the proposal will respond as soon as reasonably possible to facilitate attendance and to allow for the timely production and distribution of the communication material.

Part 7 - Government of Canada audit and evaluation

24. Government of Canada right to audit and evaluate

24.1 Any federal department that provides funding under this Agreement, individually or with any other federal department that provides funding under this Agreement, may:

- a. audit the records of the Recipient or any Agency to assess compliance with this Agreement or to confirm the integrity of any information reported to the Government of Canada under this Agreement, or
- b. audit or evaluate the Recipient's management and financial control practices in relation to this Agreement or the effectiveness of any or all of the Initiatives funded under this Agreement, including Initiatives managed or carried out, in whole or in part, by an Agency on behalf of the Recipient.

24.2 The Government of Canada will decide on the number, scope, coverage, and timing of any audit(s) or evaluation(s).

24.3 An audit or evaluation may be carried out by one or more auditors or evaluators employed by or on contract to the Government of Canada.

24.4 When an audit or evaluation under this section takes place, the Recipient must cooperate in the conduct of the audit or evaluation and, upon request, assist the auditor(s) or evaluator(s) and provide them with the information that they require including by:

- a. providing them with:
 - i. access to all records relating to this Agreement and to the funding provided under this Agreement, including all original supporting documents, and
 - ii. any other information that they may require with respect to these records
- b. allowing them to inspect these records
- c. allowing them to make copies or extracts of these records unless that is prohibited by law
- d. providing them with records maintained under any previous Agreement by which the Government of Canada provided funding to the Recipient and which, in the opinion of the auditors or evaluators, may be relevant to the audit or evaluation
- e. providing them with access to the Recipient's premises, and
- f. in the case of an audit,
 - i. directing anyone who has provided the Recipient with accounting or record-keeping services to provide copies of those accounts and other records to the auditor(s), and
 - ii. giving consent to the independent auditor(s), who audited a Recipient's financial reports under section 11.5 or section 21.2(a), to allow the Government of Canada auditor(s) access to the working papers that support the independent auditor(s)'s opinion or disclaimer of opinion.

24.5 This section on audit and evaluation does not limit the Recipient's obligation to have its financial reports audited under section 11.5 or Canada's right under section 21.2 to appoint an independent auditor or to require the Recipient to do so.

24.6 The audit and evaluation opportunities that this section gives to any federal department that provided funding under this Agreement and the duties that it imposes on the Recipient continue for seven (7) years after the termination or expiry of the Agreement.

25. Financial records to allow for audit

25.1 The Recipient must maintain financial records, including accounting documentation, regarding all funding provided by the Government of Canada in a way that will allow for audit.

Part 8 - Legal considerations

26. Relationship between the Recipient and the Government of Canada

26.1 This Agreement does not and is not intended to create an Agency, association, employer-employee, or joint venture relationship between the Recipient and the Government of Canada. The Recipient may not suggest that it does.

26.2 Joint and Several Liability - If the Recipient is a partnership or joint venture, each legal entity that is a member or becomes a member of the partnership or joint venture, or its successors, is and continues to be jointly and severally liable for the performance of the Activities and all the covenants of the Recipient pursuant to this Agreement, whether or not that entity continues to be a member of the partnership, joint venture or its successor.

27. Amendments to this Agreement

27.1 This Agreement may only be amended by a written Agreement signed by the Government of Canada and the Recipient. However, the Government of Canada may amend this Agreement without the Agreement of the Recipient when it makes a change to:

- a. extend a reporting due date under section 11.3;
- b. funding under section 6.1 and 6.2;
- c. the Payment Plan by a Notice of Cash Flow Adjustment (section 14.2),
- d. an amount of funding by a Notice of Budget Adjustment (section 15.1),
- e. incorporate into this Agreement the scope of Work agreed on between the Recipient and any of its contractors or to incorporate into this Agreement any other document agreed on between the Recipient and its contractors, or
- f. extend the term of this Agreement beyond the date specified in section 4.1 Duration of the Agreement.

28. Dispute resolution

28.1 The parties agree to attempt to resolve disputes with respect to this Agreement through negotiation and the dispute resolution process set out in *Annex 8 – Administrative Agreement*, except for the following matters for which a dispute resolution process will not be used:

- a. a Recipient budget decision made in accordance with this Agreement;
- b. the amount of funding provided under this Agreement, and
- c. a Government of Canada audit or evaluation.

28.2 Using negotiation or another dispute resolution process will not suspend or delay a Government of Canada decision that the Recipient is in default or any action taken by the Government of Canada under section 6 (Funding legislation and federal funding programs) or section 20 (Remedies on default).

28.3 The Recipient agrees to execute the Administrative Agreement attached as *Annex 8 – Administrative Agreement*.

28.4 No one may use any information from discussions, meeting notes, offers of settlement, or other oral or written communications from a dispute resolution process in any legal proceedings unless the law requires it. This restriction does not apply to information or communications that would have been

admissible or subject to discovery rules in a legal proceeding if the dispute resolution process had not taken place.

29. Termination of the Agreement

29.1 Without limiting section 6 (Funding legislation and federal funding programs) or section 20 (Remedies on default), a party wishing to terminate this Agreement must communicate its intentions to the other party. The parties must:

- a. try to resolve any dispute following the process in section 28, when applicable, and
- b. agree to a winding up timeframe that will not jeopardize the Initiative(s).

29.2 Once the requirements of section 29.1 have been met, the party wishing to terminate the Agreement under that section must give the other party at least 60 days written notice. The notice must include the reason for its decision to terminate the Agreement.

29.3 In the case of the termination of this Agreement, including termination under section 20 (Remedies on default):

- a. the Recipient must provide the Government of Canada with the financial reports required under section 11 (Reporting duties) within 120 days of the termination date of this Agreement;
- b. the Recipient must return to the Government of Canada any funds provided under this Agreement that were unspent by its termination date and must repay any debts owed to the Government of Canada under this Agreement as required by section 17 (Overpayments owing to the Government of Canada); and
- c. unless the Government of Canada and the Recipient agree otherwise in writing, the Government of Canada will pay any amount it owes the Recipient under this Agreement up to its termination date or may Set Off any amount owed to the Recipient against any amount the Recipient owes it under this Agreement or under any other Funding Agreement between the Recipient and the Government of Canada.

29.4 This section survives the termination or expiry of this Agreement.

30. Obligations that continue after the Agreement ends

30.1 In addition to the sections which specifically state that the section continues to apply after the termination or expiry of the Agreement, the obligations in the following sections also survive the termination or expiry of this Agreement:

- a. section 10, Record-keeping duties;
- b. section 11, Reporting duties;
- c. section 12, Recipient accountability for obligations in the Agreement;
- d. section 16, Overspending;
- e. section 17, Overpayments owing to the Government of Canada;
- f. section 21, Disclosure of financial records to other government departments;
- g. section 22, Disclosure of information by the Government of Canada;
- h. section 23, Publicity about funding;

- i. section 25, Financial records to allow for audit;
- j. section 32, Right to indemnity, protection from liability and
- k. any warranties set out in *Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding*.

31. Written waiver required

31.1 A party's waiver in relation to this Agreement is only valid when that party has put the waiver in writing.

31.2 A party does not lose a right to take action under this Agreement because it waived its right to act on a previous occasion.

32. Right to indemnity, protection from liability

32.1 The Recipient will indemnify the Government of Canada, its Ministers, officers, employees, servants, agents, successors, and assigns from any claims, liabilities, and demands arising directly or indirectly from:

- a. any act, omission, or negligence of the Recipient or any Agency acting for the Recipient;
- b. any breach of this Agreement by the Recipient, or
- c. the fulfillment, in whole or in part, or the non-fulfillment of any of the Recipient's obligations under this Agreement.

32.2 The Recipient will not hold the Government of Canada liable for any losses it may experience from any claims, liabilities, and demands that may arise as a result of the Recipient, or any Agency acting for the Recipient, entering into any loan, capital lease, or other long-term obligation.

32.3 The right to indemnity and the liability protection this section provides to the Government of Canada continues after the end of this Agreement.

32.4 The Recipient's liability to indemnify or reimburse the Government of Canada under the Funding Agreement shall not affect or prejudice the Government of Canada from exercising any other rights under law.

33. Insurance

33.1 The Recipient must maintain at least the minimum insurance coverage described in *Annex 2 – Programs and Services, and Activity Delivery Requirements and Adjustment Factors – DISC Funding*.

34. Legislation and government documents

34.1 In this Agreement, a reference to federal legislation means the federal legislation in force at the time of the signing of this Agreement and includes any subsequent amendments to it. A reference to Government of Canada documents means the Government of Canada documents available at the time of the signing of this Agreement and their replacements.

34.2 DIAND will publish a Reporting Guide for each Fiscal Year before the Fiscal Year begins. DIAND may amend a Reporting Guide during the Fiscal Year only if the amendment arises from a requirement of the Treasury Board of Canada. DISC will promptly inform the Recipient of any such amendment.

34.3 The laws of Canada and the laws of the province or territory in which the Initiative(s) funded under this Agreement takes place will be used to interpret this Agreement.

Definitions

34.4 Words and terms that have a special meaning in the Agreement are underlined and defined in *Annex 1 - Definitions of the Words and Terms Underlined in the Funding Agreement*.

35. Aids to usability

35.1 The Table of Contents, section headings, and Index are not part of this Agreement and are not to be used to interpret this Agreement. They are in place to help the reader find topics more easily.

36. Effect of the Agreement on the parties

36.1 This Agreement is binding on the Recipient and the Government of Canada, and their respective administrators and successors.

Part 9 - Notices

37. Notices in writing

37.1 When this Agreement requires one party to give the other party a notice, request, or direction, it must be in writing, and addressed as indicated in this section.

37.2 The notice may be delivered in one of the following ways with the date of the notice being as indicated:

- a. by personal delivery in which case the date of the notice will be the date on which it was delivered;
- b. by registered mail or courier, in which case the date of the notice is the date the addressee party acknowledged receipt of the notice; and
- c. by facsimile or electronic mail, in which case the date of the notice is the date upon which the notice was transmitted and its receipt by the other party can be confirmed.

37.3 Either party may change the address information in this Agreement by providing notice to the other party.

37.4 For the purpose of this Agreement, a notice is to be addressed to:

- a. the Recipient at: [\[add contact information, including e-mail address\]](#), and
- b. DISC at: [\[add contact information, including e-mail address\]](#).

Part 10 - Warranties and conditions required on signing the Agreement

38. Recipient warranties

- 38.1 The Recipient warrants that any person lobbying on its behalf is registered as required by the *Lobbying Act*.
- 38.2 The Recipient warrants that no member of the House of Commons or the Senate of Canada will have a share or part of any benefit arising from this Agreement that is not also available to the general public.
- 38.3 The Recipient warrants that no individual to whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Sector*, the *Values and Ethics Code for the Public Service*, the *Policy on Conflict of Interest and Post-Employment*, or the values and ethics code of any Federal Department apply will derive any benefit from this Agreement unless the individual is in compliance with all the applicable post-employment provisions.
- 38.4 The Recipient warrants that it is a corporation in good standing under the applicable laws of Canada or of a province or territory and that it will remain in good standing during this Agreement.

Part 11 - Execution

Signed on the ____ day of _____ 2019, by:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

Per: _____

Name:

Title:

Signed on ____ day of _____ 2019, by:

[INSERT NAME OF RECIPIENT]

Per: _____

Name:

Title:

I have the authority to bind the corporation.

ANNEXES

ANNEX 1 - DEFINITIONS OF WORDS AND TERMS UNDERLINED IN THE AGREEMENT

In this Agreement, unless otherwise stated, the following words and terms have the noted meaning:

Activity or Activities	Any tasks required to complete the prescribed work outlined in <i>Annex 2 – Programs and Services, and Activity Delivery Requirements and Adjustment Factors – DISC Funding</i> .
Adjustment factor	A pre-determined factor, set out in <i>Annex 2 - Programs and Services - DISC Funding</i> , which recognizes a cost component which is unknown to the parties at the time of signing the Agreement and which may affect the amount of funding for an initiative .
Agency	An authority, board, committee, or other entity that the Recipient has authorized to act on its behalf as allowed by this Agreement.
Capital asset	a tangible item that is purchased, constructed, developed, or otherwise acquired and: a. is held for use in the production or supply of goods or the delivery of services, or to produce business outputs b. is intended to be used on a continuing basis c. has a useful life that extends beyond the Recipient's fiscal year, and d. is not intended for resale in the ordinary course of operations.
Capital costs	The reasonable and direct costs of design, acquisition, construction, expansion, modification, conversion, transportation, installation, and insurance during construction of a capital asset , as well as the cost of licensing and franchising fees, incurred by a Recipient .
Cash flow	Periodic payments that DISC makes to the Recipient on behalf of the Government of Canada in accordance with the schedule in <i>Annex 4 - Payment Plan</i> .
DIAND	Previous Department of Indian Affairs and Northern Development which was also known as Indigenous and Northern Affairs Canada or INAC.
DISC	Department of Indigenous Services Canada.
Eligible costs	Reasonable expenses to support an initiative according to the requirements of that initiative as set out in <i>Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding</i> . For example, "eligible costs" may include capital costs , costs of related infrastructure development, costs of shares and assets, operating costs, marketing costs, costs of engaging consultants and other qualified professionals, and costs associated with providing financial and business services.
Fiscal year	Unless otherwise stated, " fiscal year " is the Government of Canada's fiscal year which is the one-year period beginning on April 1 of one calendar year and ending on March 31 of the next calendar year.

Funding Agreement or Agreement	Means this funding agreement and all annexes and includes the term “ Agreement ” and describes the legally binding requirements needed to maintain the accountability relationship between the Government of Canada and the Recipient.
Initiative	A program or service, or activity described in <i>Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding</i> .
Notice of Budget Adjustment	A notice that the Government of Canada sends to the Recipient that changes a funding amount in accordance with an adjustment factor in <i>Annex 2 - Programs and Services, and Activity Delivery Requirements and Adjustment Factors - DISC Funding</i> .
Recipient	The Recipient , also referred to as the Project Manager, who is responsible for accomplishing the project objectives by providing project management services in the planning and execution of the initiative .
Reporting Guide	A <u>document</u> published by DISC , for each fiscal year , that describes the content of the reports that the Recipient must submit to DISC with regards to the activities funded under this Agreement and that describes the content of the financial and related reports that the Recipient must submit to DISC .
Set off (a debt)	An approach to the payment of a debt when both parties owe each other money. The amount owing to one is reduced by the amount owing to the other. For example, A owes B \$1000 and B owes A \$1500. The set off approach allows A to discharge the debt to B leaving B owing A \$500.
Work	Means all the activities , services, goods, equipment, matters and things required to be done, delivered or performed by the Recipient under the Funding Agreement

ANNEX 2 - PROGRAMS AND SERVICES, AND ACTIVITY DELIVERY REQUIREMENTS AND ADJUSTMENT FACTORS - DISC FUNDING

SECTION 1: PROJECT MANAGEMENT SERVICES STATEMENT OF WORK

1.0 BACKGROUND

1.1 Introduction

The intention of the Statement of Work for project management services for the Lubicon Lake Band Community Infrastructure Project (Project) is to define the scope of services that the Project Manager (PM), which refers to all of the individuals that make up the project management team, is required to perform.

The Government of Canada (Canada) is committed to supporting First Nations in the planning, design, and construction of Capital Assets and their respective management requirements (i.e. operation, maintenance, and monitoring). The Department of Indigenous Services Canada's (DISC) responsibility is to assist First Nations with the delivery of capital infrastructure and community projects.

Canada and the Lubicon Lake Band (Lubicon) will be delivering the Project as equal partners. The PM will enter into a Funding Agreement with DISC for this work.

1.2 General Information

1.2.1 Community Background

Lubicon is a Cree First Nation community located in the Hamlet of Little Buffalo in Northern Alberta. Lubicon is one of the isolated communities in Northern Alberta who were overlooked by the Treaty Commissioners in 1899 when Treaty 8 was signed. All of the other isolated communities' claims have since been settled, such as: Woodland Cree First Nation in 1991, Loon River First Nation in 1999 and Bigstone Cree Nation in 2010. Lubicon's claim is the last of these isolated communities. Canada, the Government of Alberta, and Lubicon have recently signed a Settlement Agreement in 2018, which includes reserve lands, compensation, and the development of infrastructure to build a new community.

The historical record shows that Lubicon requested a reserve in the 1930s. In 1940, Canada and Alberta agreed on reserve lands based on the terms of Treaty 8. However, Lubicon never received the lands nor the other benefits set out in Treaty 8. The lack of resolution of this claim has contributed to the impoverished state of Lubicon. Lubicon is the only First Nation community among 45 First Nations in Alberta without a source of potable water or indoor plumbing.

A comprehensive housing assessment done in 2011 revealed that almost all homes in Little Buffalo, which is the surrounding Hamlet and which Lubicon's proposed reserve lands encompass, posed health and safety risks to occupants and were largely irreparable. Homes depend on the use of trucked and bottled water, and outhouses. Furthermore, a detailed Asset Condition Evaluation of the Little Buffalo School in March 2012 concluded that the school is beyond its life expectancy, and suggested all major components within the school require upgrades to meet current demand and to ensure compliance with respective building codes and standards.

Lubicon and DISC undertook the preparation of a Comprehensive Community Development Plan (CCDP) to develop a tool for the community to support the negotiations involving Lubicon, Canada, and Alberta. The CCDP was prepared by Neegan Burnside Ltd. (Neegan Burnside) over a 20-year development horizon. The final version of the document, issued in April 2016, will be provided to the successful Proponent following Funding Agreement award. Since then, all Capital Assets have been confirmed and clarified in the Capital Agreement agreed upon between Lubicon and Canada. It should be noted that the content of the Capital Agreement has precedence.

1.2.2 Project Site

The Settlement Agreement between Canada and Lubicon includes the creation of reserve lands. While the Project site is within the boundaries of the proposed reserve lands, these cover an area of

approximately 246 square kilometres. Hence, while the exact reserve boundaries have not been finalized, the plan is to develop a community on the lands that include the Hamlet of Little Buffalo and extending southeast toward Lubicon Lake. It is classified as Zone 2, as per DISC's remoteness classification system, and is located within the Northern Sunrise County of northern Alberta. The Hamlet of Little Buffalo is situated in close proximity to two major highways, Highway 986 and approximately 47 km west of Highway 88. Relative to other communities, the Hamlet of Little Buffalo is approximately 100 km northeast of the Town of Peace River and 465 km northwest of Edmonton, the closest major city.

It will be the responsibility of the successful Proponent to take into account the impacts of the location and of existing infrastructure on mobilization, supply of materials, necessary ancillary access roads, logistics, planning, and overall construction activities. Location is also an input to consider when developing an asset packaging strategy.

1.2.3 **Capital Assets**

A comprehensive list of the Capital Assets has been developed based on identified needs of Lubicon and negotiations between Canada and Lubicon leadership. The Capital Assets that are to be provided consists of the following:

1. Residential housing;
2. Community water and wastewater services;
3. Solid waste management services;
4. Three phase power to community buildings and single phase power for all residential housing;
5. Heating units, and heating source, for all residential housing and buildings;
6. Lighting for all residential housing and community buildings and street lighting in the core area of the community;
7. Ability to connect telephone lines and fiber optic lines to all buildings;
8. All-weather gravel roads and driveways;
9. Public works building, public works lot and mobile maintenance equipment;
10. Fire station and fire truck;
11. Administration building;
12. Community multi-purpose building;
13. School and teacherages;
14. Community health centre; and
15. Aboriginal Head Start building.

A current description of these Capital Assets and their status is presented in *Attachment 1 to Annex 2 – Feasibility and Pre-Design Studies Statement of Work* and *Annex 10 – Capital Agreement*. Unless specifically defined in the Capital Agreement, the level of definition of these Capital Assets has not reached the feasibility stage, which is a necessary milestone to receive full Project Approval.

1.3 **Project Objectives**

The Project's general objectives consist of providing comprehensive municipal and community infrastructure as to satisfy the following mandates:

1. To implement the community infrastructure as per *Annex 10 – Capital Agreement*, a 15-item Capital Assets list and *Annex 8 – Administrative Agreement*;
2. To deliver these Capital Assets in partnership with Lubicon and the Kee Tas Kee Now Tribal Council (KTC); and
3. To construct infrastructure that is consistent with the most recent versions of the *Capital and Facilities and Maintenance Program* (CFMP) terms and conditions, the *Protocol for INAC-Funded Infrastructure* (PIFI), and other Government of Canada protocols and standards.

The successful Proponent must ensure that all phases, and their associated tasks, included in the project management services meet and satisfy the general objectives stated above.

The successful Proponent must ensure that all phases, and their associated tasks, included in the Project Management services meet and satisfy the general objectives stated above.

1.3.1 **Design Principles**

1. The Consultant must maintain a high standard of architectural and engineering design, based upon recognized contemporary design principles, building science, and the objectives for the Project. All design elements, planning, architectural, engineering and landscaping, must be fully coordinated and consistent in adherence to good design practice;
2. Quality of materials, details and construction methods must be commensurate with the objectives of affordability, simplicity, and durability. The Consultant is to avoid experimental materials, to take into account the total life cycle of the building. The design must remain serviceable for its unique purpose by fully integrating all *National Building Code of Canada* (NBCC) and applicable Provincial code components and systems;
3. Operating and maintenance costs must be kept to a minimum and adapted to the capabilities of the First Nation. This is to be achieved by such design direction as selection of equipment, minimal operating and maintenance personnel, supplies and equipment, building finishes for straightforward maintenance, and the use of repetitive, easily repaired, upgraded, and replaceable modules; and
4. The Feasibility and Pre-Design Consultant(s) shall ensure the design is developed with the needs of the Lubicon Lake Band taken into account, such as the northern Alberta climate and the traditional lifestyles of First Nations peoples.

1.3.2 **Sustainable Development**

Sustainable Development is defined in broad terms as a strategy that routinely and consistently includes the consideration of the environment, economics and social implications of every decision within the development of the Project. For instance, the use and training of local labour and the specification of locally available materials is considered part of sustainable development.

In addition, considerations must be given as per the *Pan-Canadian Framework on Clean Growth and Climate Change* to the different design options. The *Pan-Canadian Framework*, which is available at the following link (<https://www.canada.ca/content/dam/themes/environment/documents/weather1/20170113-1-en.pdf>), was developed collaboratively between the federal and provincial governments as an action plan to meet Canada's Paris Agreement commitment to reduce greenhouse gas emissions. There are four pillars to the Framework, three of which are particularly pertinent to the Lubicon Lake Band Community Infrastructure Project and are to be taken into account throughout the duration of the Project. These relevant pillars include: complementary measures to further reduce emissions across the economy; measures to adapt to the impacts of climate change and build resilience; and actions to accelerate innovation, support clean technology, and create jobs. Another main objective of the Framework, which is emphasized throughout the document, is increasing the resiliency of Indigenous communities to climate change. The relevant sections within the Framework include, but are not limited to, the following: 3.1, 3.2, 4.1, 4.2, 4.3, 4.4, 4.5, and 5.3.

1.3.3 **Code Compliance**

Codes, regulations, by-laws and decisions of Authorities Having Jurisdiction (AHJs) must be observed as national acts and standards. In cases of overlap, the most stringent will apply, for instance the possible overlap between the 2010 NBCC and applicable Provincial Amendments to the NBCC, the *National Fire Code of Canada* (2010), the *National Plumbing Code of Canada* (2010) and applicable Provincial Codes. The Consultant must identify, analyse, and design in accordance with the requirements of all AHJs and all applicable Federal and Provincial Acts, Regulations, Policies, Standards, Protocols, Specifications, and Guidelines, including the PIFI.

1.3.4 **DISC Guidelines and Compliance to Funding Requirements**

The design of the assets must respect the Capital Agreement, the *Program Control Framework (PCF)* for the CFMP, and applicable DISC regulations. This includes the PIFI and its Annex A which pertains to Alberta region and Level of Service Standards.

1.3.5 ***Health and Safety***

DISC recognizes its responsibility to ensure the health and safety of all persons on its construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations.

In order to enhance health and safety protection for all individuals on First Nation construction sites, the General Contractor will be required to comply with the applicable provincial construction health and safety acts and regulations; in addition to the related *Canada Occupational Safety and Health Regulations* notwithstanding that they are not applicable to First Nation construction sites.

2.0 ROLE OF THE PROJECT MANAGER

The resulting Funding Agreement will be issued and administered by DISC. The PM will work in the best interest of the Project, reporting to the Project Implementation Committee (PIC) with the understanding that Lubicon is the primary beneficiary of the project, and ultimately providing guidance and direction to the PIC to ensure the Project meets the needs of the community.

2.1 Technical Work

DISC, on behalf of Lubicon, requires Project Management services through all phases of the Project, including:

- Phase 1: Detailed Environmental Review, and Feasibility and Pre-Design Studies;
- Phase 2: Detailed Design, Complementary Site Investigation, and Extra Works; and
- Phase 3: Construction Services, Commissioning, and Warranty Period.

The specific tasks for the PM are itemized in Section 3.0 Consultant Services.

2.2 Other Work

2.2.1 Project Communication

For an illustrated representation of the approved Project Governance Structure see *Annex 7 – Project Team Governance Structure*. For definitions of the parties included in the Project Governance Structure see *Attachment 3 to Annex 2 – Project Specific Glossary*.

2.2.1.1 First Nation Stakeholders

The PM is responsible for ensuring that the appropriate First Nation representatives are engaged throughout the project. This also includes the seeking of Project approvals through the PIC.

Lubicon is represented by the First Nations Project Coordinator, Financial Coordinator, and Owner's Engineer. Representatives from Lubicon and the KTC weigh in on the decision-making process through the PIC. The Feasibility and Pre-Design Consultant(s) and Design Consultant(s) will work through the PM and the First Nation Project Coordinator.

2.2.1.2 Project Team

The assigned DISC Project Leads are the Departmental Representatives (DRs) that have overall responsibility for the Project. The Project will be managed in partnership with the First Nation as per *Annex 7 – Project Team Governance Structure*.

The PM will report to the PIC and seek their guidance and approval of design deliverables, procurement documents, construction activities, and commissioning activities. As well as assist the PIC with providing appropriate technical guidance and oversight on the Project delivery. They rely on the Project Steering Committee to provide consensus-based decision making and oversight regarding project governance, service standards, communications, and the strategic direction of Project implementation.

2.2.1.3 Sub-Consultant(s)

The PM is responsible and accountable for all contracted service entities working on the Project, and as such, the PM reports to the DRs.

The PM is also responsible and accountable for overseeing the development of a 3D architectural walkthrough of approved community building design concepts, which will be carried out as per PIC recommendation.

2.2.2 Consultation and Communication Engagement Sessions and Strategy

The overall purpose of community engagement and associated engagement activities is to build a strong relationship between the hired PM and the Lubicon Lake Band. The PM will be responsible for carrying out at least four (4) community engagement sessions. The first session will take place within the first

month of contract award. The second session will take place at the end of Phase 1. The third session will take place during Phase 2, once the 3D architectural walkthrough is completed and ready to present to Lubicon Lake Band. The fourth session will take place at the beginning of Phase 3. This session shall be carried out with the goal of introducing key team members, the PIC and PM, to the community, present an overview of the proposed project and carry out a question and answer session in a town hall style format. The PIC reserves the right to request additional engagement sessions if deemed required.

A key aspect for a successful implementation of the Lubicon Lake Band Community Infrastructure Project is the understanding of cultural, social, and traditional needs of the community. It is expected that the PM will develop a comprehensive communication management plan to integrate and communicate all phased project essentials identified in section 3.0 and governed as per *Annex 7 – Project Team Governance Structure* to the project team and stakeholders.

During the initial community engagement session, the PM must cover in detail the following topics:

- Overall project scope;
- Overall project timeline;
- Introduction of key project management members;
- Brief role description of key members;
- The role the PM will have in the community during the different project phases;
- The channels available for community members to provide feedback;
- Community involvement during the scoping/design of infrastructure assets; and
- Question and Answer Session in a town hall style format.

The community engagement session will be carried out as per PIC recommendation following project commencement and kick-off meeting. The PIC will review and direct the community engagement session agenda as required.

2.2.3 Project Initiation Preparation and Site Office Installation

Project Initiation Construction Package(s)

The PM must provide general conditions through a third party service contract, which will include but are not limited to:

- a. Supply/installation of the site offices;
- b. Site access and storage pads;
- c. WC'S;
- d. Telecommunications;
- e. Furniture;
- f. Temporary hookup.

The Project initiation Construction Package(s) must be procured, initialized, and finalized during Phase 3.

2.2.4 Project Management Plan

The PM will be responsible for the development, maintenance, and enforcement of a Project Management Plan (PMP), outlined in Section 3.1.1.1, which is to include all PM procedures and templates required for the successful implementation of this Project. All third party contractors who are engaged on the Project must also comply. This includes monitoring the approved schedule and DISC Project budget throughout all Project phases to ensure compliance and report any deviations immediately to the PIC.

2.2.5 Project Administration

The PM is responsible for ensuring the Project is delivered smoothly. This includes the administrative aspects, such as meeting coordination, document preparation, and other ad-hoc items.

2.2.6 **Cost Estimates**

The CCDP prepared by Neegan Burnside over a 20-year development horizon will be provided to the successful Proponent following Funding Agreement award and provides the Proponent with Class D cost estimates.

2.3 **Deliverables**

2.3.1 **Project Deliverables Format**

The PM is required to use their FTP site, a web-based tool allowing the various consultant teams' access to a repository of project documents.

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, at least 10 hard copies must be provided plus 1 copy must be provided in electronic format unless otherwise specified.

Electronic format must be without password protection and/or printing restrictions, and must be in accordance with the following format:

For written reports, summaries and studies:	MS Word 2010
For spreadsheets and budgets:	MS Excel 2010
For presentations:	MS PowerPoint 2010
For drawings and/or 3-D computer models:	AutoCAD 2010 to current International File Protocol Standard
For specifications:	MS Word 2010
For schedules:	MS Project 2010

All submittals are to be fully coordinated between disciplines. Submittals must be completed to a professional level that follows best practices as recommended by the applicable professional associations in Alberta. As a minimum, the submissions for buildings must adhere to the standards outlined in the most current edition of the "Canadian Handbook of Practice for Architects" distributed by the Royal Architectural Institute of Canada.

All reports identified in this Statement of Work must be prepared to demonstrate an understanding of the report's focus. The writing style must be objective and clear. Typical report format includes the following sections:

1. A cover page, clearly indicating the nature of the report, the date, the project reference number, and the author(s) of the report;
2. Table of Contents;
3. An Executive Summary;
4. An Introduction;
5. The body of the report is to be structured such that the reader can easily review the document and locate, respond to and/or reference related information contained elsewhere in the report;
6. A Conclusion or Synopsis; and
7. Appendices used for lengthy segments of the report, supplementary and supporting information, and/or for separate related documents.

The content of reports must:

1. Ensure that the executive summary is a true condensed version of the report following the identical structure, including only key points and results/recommendations requiring review and/or approval;
2. Use a proper numbering system (preferably legal numbering), for ease of reference and cross-reference;
3. Use proper grammar, including using complete sentences, in order to ensure clarity, avoid ambiguity and facilitate easy translation. The use of undefined technical terms, industry jargon and cryptic phrases are to be avoided;

4. Be written as efficiently as possible, with only essential information included in the body of the report and supporting information in an appendix if needed; and
5. Ensure all recommendations have been critically analysed against project goals and objectives, functionality, departmental standards, requirements identified within this Statement of Work.

2.3.2 Intellectual Property Rights

DISC and the First Nation shall retain intellectual property over the report delivered and any other documents produced as part of this call-up to support the development of the report. However, the PM and the Consultant(s) may list their work as part of their resume.

2.3.3 Language Requirements

The PM and the Consultant(s) must provide all deliverables and their supporting documents in English.

2.4 Reporting and Schedule

2.4.1 Acceptance of Consultant Deliverables

While the PM carries the professional responsibility and liability for consulting services, the PM must obtain written PIC acceptances for each project stage before proceeding to the next. DISC or the PIC reserves the right to reject undesirable or unsatisfactory work, and any such work must be redone and resubmitted for acceptance at the PM's sole expense.

Acceptances indicate that, based on a review of material for both general and specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives should be satisfied. However, the Feasibility and Pre-Design Consultant(s)'s work remains the Feasibility and Pre-Design Consultant(s)'s responsibility and acceptance does not relieve the Feasibility and Pre-Design Consultant(s) of professional responsibility and liability for the work.

Acceptances do not prohibit necessary rejection of the work that is determined to be unsatisfactory or of poor quality at later stages of the review process.

Acceptances by applicable agencies and levels of government may be required to supplement the PIC. The PM is responsible to obtain the acceptances of applicable agencies. If requested, the PM will provide information to the PIC to assist their securing all such acceptances. The PM will adjust all their documentation as required by such authorities as part of obtaining and securing acceptances.

2.4.2 Submissions, Reviews and Approvals

The following describes submission of deliverables to the PIC and the review process:

1. Submission Format: report, drawings, sample boards, specifications and oral and PowerPoint presentations.
2. Submission Schedule: Submissions are reviewed at a time to be arranged with 15 business days' notice by the PIC
3. Expected Turnaround Time: three (3) weeks
4. Number of Submissions: two (2) or until approval has been received.

2.4.3 Project Schedule

The Project is to be implemented (design and construction) over approximately eight to ten years from the hiring of a PM.

The PM must develop an overall project schedule identifying activities, milestones, and deliverables using Microsoft Project. The schedule shall be distributed to the PIC for review and acceptance. Once accepted, the schedule will inform the Project baseline schedule and all subsequent status reports on the schedule.

The schedule provided in Tables 4-1 lists most, but not all, tasks which will be required during the course of this Project and are provided for planning purposes only. During Phase 1 and Phase 2, the PM will be required to visit the site, at least once a month. The PM will then be required to visit the site on a bi-weekly basis, once Phase 3 – Construction begins. During construction, the bi-weekly construction

meetings are to be held at the construction site. They are based on the Government's fiscal year commencing on April 1st and ending on March 31st. The successful Proponent shall propose a comprehensive schedule which includes and expands on the requirements stated below. The PIC reserves the right to cancel any outlined activities or change the schedule at any time.

2.5 Location of Work and Travel Requirements

The work will differ depending on the phase of the Project but will take place mainly at the PM's office location and among the Lubicon Lake Band. Meetings may also take place at the DISC Alberta regional office in Edmonton.

2.6 Typical Overhead Expenses

The bidder is reminded that the following typical expenses should be built in the bid includes, but are not limited to:

- a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Funding Agreement;
- b. standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
- c. courier and delivery charges for deliverables specified in the Funding Agreement;
- d. plotting;
- e. presentation material;
- f. parking fees;
- g. taxi charges;
- h. travel time;
- i. travel expenses;
- j. local project office; and
- k. Expenses related to Community consultations as proposed in technical proposal (event, key milestones, participation with communities).

2.7 Disbursements (Expenses Outside the Planned Project Scope)

1. Subject to any provisions specifically to the contrary in the Funding Agreement, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representatives, shall be reimbursed to the Consultant at actual cost:
 - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Funding Agreement;
 - b. transportation costs for material samples and models additional to that specified in the Funding Agreement;
 - c. project related travel and accommodation additional to that specified in the Funding Agreement shall be reimbursed in accordance with current [National Joint Council \(NJC\) Travel Directive](#) ; and
 - d. other disbursements made with the prior approval and authorization of the Departmental Representatives.
2. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Agreement Particulars, without the prior authorization of the Departmental Representatives.

2.8 Change Management, Replacement of Specific individuals

1. The Proponent shall provide the services of the personnel named in their proposal to perform the Work, unless the Proponent is unable to do so for reasons beyond his/her control.
2. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.
3. Should the Proponent at any time be unable to provide the services of the resource(s) named in their proposal, the Proponent shall be responsible for providing replacement personnel at the

same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to Funding Agreement Authority.

4. In advance of the date upon which any replacement resources are to commence work, the Proponent shall notify the Funding Agreement Authority, in writing, of the reason for the unavailability of their named resource(s). The Proponent shall then provide to the Funding Agreement Authority the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
5. As applicable, proposed replacement resources will be evaluated by DISC on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DISC reserves the right to refuse the proposed replacement resource(s).
6. Under no circumstances shall the Proponent allow performance of the services by replacement resources that have not been duly authorized by the Funding Agreement Authority.
7. DISC reserves the right to direct the Proponent to undertake replacements of its personnel should deployed Proponent personnel not meet (in DISC's exclusive opinion) the Department's skills and abilities expectations. Proponent personnel substitutions made by the Proponent may only be undertaken with the express and prior written authorization of the Funding Agreement Authority.
8. In any event that the Proponent is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the Funding Agreement Authority, DISC reserves the right to terminate the Funding Agreement.

3.0 CONSULTANT SERVICES

3.1 Community Infrastructure Overview

3.1.1 Oversight

3.1.1.1 Enforcement of the PMP

A draft version of the PMP, or its table of contents, will be submitted prior to the kick-off meeting, which will occur 1 month after contract award. The final plan must be submitted for review and approval to the PIC within 3 months of award, and must be reviewed and updated periodically as needed.

The PMP is to include the following sections listed below:

- a. Integration Management
 - i. Outline the approved Project Governance Structure, available in Annex 7, and each party's associated responsibilities; and
 - ii. Develop proper change management procedures, which will include change control, change orders, issue management, Project Close-Out, etc.
- b. Scope Management
 - i. Outline the Project deliverables and the Work activities, requirements control, constraints, assumptions, stakeholders, and so on that are associated with each of the deliverables.
- c. Schedule Management
 - i. Develop a Project baseline schedule with identified activities, milestone, critical path, and deliverables using Microsoft Project. The schedule is to extend across approximately eight (8) to ten (10) years, starting with Feasibility and Pre-Design Studies through to the commissioning and warranty period of the Capital Assets;
 - ii. Develop a plan for the necessary schedule control. This is to include monthly schedule status reports which will be issued to the PIC outlining the number of days ahead, or behind, the baseline milestone and critical path activities the Project is; and
 - iii. Maintain the schedule updated throughout the duration of the Project
- d. Cost Management

The following tasks will be done in collaboration with the Lubicon Lake Band's Financial Account Coordinator:

- i. Provide cost estimates and updates, as required, throughout the duration of the Project;
- ii. Develop budget allocations; and
- iii. Provide a plan for ensuring budget control to ensure that the Project is administered within the approved DISC Project budget. This is to include a mechanism for reporting value for services executed by the PM, third party service/construction packages, and expenses during all phases of the Project.
- e. Quality Management
 - i. Develop the quality assurance plan that is required for all Project Stakeholders to comply with. This is to include the definition of requirements for vendor documents, inspections, and test plans; and
 - ii. Develop the quality control plan, specifying the required levels for the different packages.
- f. Human Resource Management
 - i. Develop a plan for the retention of local resources and their management; and
 - ii. Develop an overall resource plan.
- g. Health and Safety Management
 - i. Develop a health and safety plan. This is to include mechanisms to ensure that third party consultants are abiding by the plan and proper coordination.
- h. Communications Management
 - i. Conduct a Stakeholder analysis.
 - ii. Develop an anticipated meeting schedule with the PIC, including the following dates:
 1. Kick-off meeting which will be held within one (1) month of contract award;
 2. Monthly, at minimum, management meetings during all phases of the Project. These meetings are to include all key members of the PM,

Feasibility and Pre-Design Consultant(s), and Design Consultant(s), once they are brought onto the Project; and

3. Bi-weekly construction meetings.

The meetings will be held at locations determined by the PIC. The bi-weekly construction meetings are to be held at the Lubicon construction site office, in person.

- iii. Develop a project reporting and communication plan on how to best share information with the PIC and other Stakeholders. This is to include but not limited to the following PDF format reports:
 - 1. Monthly progress reports regarding the health, safety, environmental, and financial status of the Project throughout all phases. DISC will provide the PM with the formatting and lists of typical supporting information required for the submissions;
 - 2. Annual reports; and
 - 3. A Close-Out report.
- iv. Develop an approval matrix to be utilized by the PIC when assessing consultant deliverables that requires their approval.
- v. Develop a metrics collection plan to measure the performance of the Project based on numerous key aspects, such as: budget, scheduling, etc.
- i. Risk Management
 - i. Develop a Project-specific risk register, which will initially focus on Phase 1 risks and introduce high-level risk for the subsequent phases. The register is to be updated at the end of Phase 1 to incorporate an exhaustive list of Phase 2 and 3 risks.
 - ii. Develop a risk management plan, this is to include Project-specific risk assessments, risk assessment scales, risk escalation rules, and potential mitigation options and recommendations.
 - iii. Monitoring of the risk identification, assessment, mitigation and cost analysis at all times during the Project and continually update the risk register.
 - iv. Develop a schedule for risk management sessions with the PIC on a yearly basis during all phases of the Project. These sessions will include:
 - 1. A presentation of the risk management plan, risk management processes, risk assessment scales, and risk escalation rules; and
 - 2. Regular risk register reviews to identify new risk events and assess the likelihood and impact of risks included in the register.
- j. Procurement Management
 - i. Develop a project-specific asset packaging strategy. This is to include the definition of the required service contracts, construction packages, and equipment purchase orders. During the development the PM should take into account:
 - 1. Construction method and degree of engineering supplied in the Package (traditional design, turnkey, etc.). In the case of turnkey Packages, the ability of contractors to supply design-build solutions must be considered;
 - 2. Scheduled delivery of Capital Assets;
 - 3. Expertise of contractors, suppliers and/or service providers; and
 - 4. Possibility of combining Capital Assets in the same Package.
 - 5. Possibility of utilizing local First Nation enterprises
 - ii. Outline the required preparation and approval that is required for each document; and
 - iii. Develop a plan for the necessary progress follow-up and reporting for each of the packages.
- k. Information Management
 - i. Develop a document control procedure. This is to include document numbering, revisions, purpose of emission (comment, review, approval, design, construction), and define the approval matrix; and
 - ii. Preparations of the file transfer protocol (FTP) site for the transfer of documents between all stakeholders, which will be approved by the PIC.

3.1.1.2 *Management of Sub-Consultant(s)*

Subsequently, the PM is also responsible and accountable for the Feasibility and Pre-Design Consultant(s) in Phase 1, and Design Consultant(s) in Phase 2 and Phase 3, and all contracted service entities working on the Project. This includes the determination of the required deliverable content and schedule required to execute their Work. It must be ensured that the services are rendered according to the requirements of the RFPs. The management of awarded contracts falls under the responsibilities of the PM's Procurement Manager.

This is to include the following tasks:

- a. Assembling and managing a Feasibility and Pre-Design Consultant(s) tasked with reviewing existing information and carrying out comprehensive Feasibility Studies and Pre-Design. The Feasibility and Pre-Design Consultant(s) may be formed by a single firm/entity with sufficient professional resources to adequately accommodate the requirements of the project, or by an ensemble of professionals championed by the PM;
- b. Preparing, and overseeing construction of Extra Works construction Package, as required, and Complementary Site Investigation service Package, as specified in the RFP documents;
- c. Overseeing any environmental reviews pursuant to applicable legislations;
- d. Managing the work of a Design Consultant(s) tasked with detailed architectural and engineering design and for the preparation of "tender ready" documents for construction. The PM will also pay for the services of the Design Consultant(s) with reimbursement from DISC;
- e. Aiding Lubicon and the KTC in the procurement of service contracts, construction Packages and Equipment Purchase Orders for the implementation of the Project;
- f. Managing the work of the service contracts, Construction Contractor(s) and remaining Equipment Purchase Orders and ensuring the Capital Assets are delivered as per the RFPs;
- g. Ensuring the delivery of all Capital Assets in accordance with Fit-Up requirements and as per the Project's Commissioning Authority;
- h. Procuring and managing the Project's Commissioning Authority. Preparation of the Commissioning Authority Package in consultation with the PIC; and
- i. Managing the warranty period process.

3.1.1.2 **Project Approval**

The PM is also responsible to support the PIC with the development of any related Project Approval documentation that is to be presented to the Regional Operations Senior Management Committee (RO-SMC) and related entities.

3.1.2 **Administrative**

3.1.2.1 *Meetings*

The PM will act as secretariat and as Chair during the PIC meetings for all phases of the Project. This is to include recording the issues and decision, preparing and distributing meeting minutes, preparing and distributing the PIC Records of Decision (RODs), and creating and maintaining a list of outstanding action items and outstanding issues. These outstanding items will be included in the distributed meeting minutes which will be sent to the PIC within five (5) working days of the meeting.

An agenda shall be provided two (2) business days in advance of all meetings and information to be reviewed shall be provided five (5) business days in advance of all meetings.

3.1.2.2 *Media Inquiries*

The PM and third parties under his/her management must not, under any circumstances, respond to requests for Project-related information or questions from the media. Such inquiries are to be promptly directed to the DRs and to a public relations representative from DISC's Communications Branch.

3.1.3 **Procurement Cycle and Document Preparation**

The PM will lead the administration of all aspects of the competitive procurement process for all Packages, including the development of RFPs. The following considerations must be taken into account:

1. Packages must comply with the PMP and be based on the following:

- a. Optimized design and construction methods (e.g. traditional design requiring detailed engineering, turnkey packages require performance based documents, etc.);
 - b. Scheduled delivery of Capital Assets. It may be warranted to sequence the Feasibility and Pre-Design Studies and Detailed Design Packages based on the Capital Asset type in order to phase their delivery over the design or construction period;
 - c. Expertise of professionals and maximization of local expertise; and
 - d. Size and type of Capital Assets, capacity of firms and possibility of combining Capital Assets in the same Package.
2. The RFPs are to be submitted to the PIC for review and approval. If changes to the RFP are recommended, it will be the responsibility of the PM to incorporate these changes into the document.
3. Approval from the PIC is required to advance to public tender.
4. All aspects of the procurement process for all Packages falls within the mandate of the PM, including:
 - a. Newspaper advertising, posting on an acceptable public advertisement website such as MERX as a minimum, printing and distribution of documents, and responding to all potential Bidder queries;
 - b. At a minimum include a notice in the Tenders Sections of two (2) consecutive Saturday editions of three newspaper publications, at least two weeks prior to posting on a public advertisement website such as MERX, indicating the date the RFP documents will be available;
 - c. The proposal tender period shall be at least forty (40) days;
 - d. Issue of all clarifications and revisions to the RFP documents via addendum to all registered proponents;
 - e. Provide DISC and Lubicon with copies on all addenda during this RFP period;
 - f. The RFPs shall close at the PM's office;
 - g. The PM must invite PIC members for the opening of the proposals;
 - h. Distribute proposals to the PIC upon receipt; and
 - i. Assist in the evaluation of the proposals, consensus scoring and provide recommendations for selection to the voting members of the PIC as as an advising member of the PIC.

3.2 Phase 1 – Feasibility and Pre-Design Studies

The Feasibility and Pre-Design Phase of the project includes: Project initiation, Feasibility and Pre-Design Studies for the Capital Assets specified in the *Annex 10 – Capital Agreement*, the start of the Environmental Review Process, preparation of the required documentation for the procurement of the necessary Packages (e.g. Detailed Design, Extra Works, and Complementary Site Investigations), and It will also include any requirements or mitigation measures identified in the Detailed Environmental Review

Phase 1 will end when the following deliverables are submitted and approved:

1. All 6 Feasibility and 4 Pre-Design Studies, as well as their associated deliverables, are submitted and approved;
2. A compiled class C cost estimate inclusive of all submitted and approved capital assets
3. Preparation of Detailed Design procurement criteria for all approved feasibility options and pre-design packages;
4. Detailed Project Management Plan including project management and execution strategy for complete project delivery (Phase 1-3) as per *Section 1 of Annex 2 - Project Management Services Statement of Work*, as well as its attachments;
5. Preparation of Phase 1 Final Report, including feasibility and pre-design gap analysis and integration strategy;
6. Completion of Detailed Environmental Review Report; and
7. Completion of Consultation and Communication Engagement Sessions and Strategy.
8. Draft Complementary Site Investigations service Package

The PM will be responsible for preparing and providing these deliverables prior to gaining approval to conduct Phase 2 activities. DISC will perform a review of the PM's performance during Phase 1 and may request personnel adjustments prior to the initiation of the subsequent Phases.

3.2.1 ***Feasibility and Pre-Design Studies***

The Feasibility and Pre-Design Studies shall be completed by the Feasibility and Pre-Design Consultant(s) who is led by the Project Manager (PM) during Phase 1 of the Project. This team will be comprised of either in-house design resources or specialized Design Consultant(s) retained by the PM to provide architectural and engineering services during this phase of the Project.

The Feasibility and Pre-Design Consultant(s) will be tasked with conducting and preparing the required Feasibility and Pre-Design Studies, as defined in *Attachment 1 to Annex 2 – Feasibility and Pre-Design Studies Statement of Work*. During which, the PM will have the following responsibilities:

1. Manage the Work that is being conducted by the Feasibility and Pre-Design Consultant(s) in accordance with *Attachment 1 to Annex 2 – Feasibility and Pre-Design Studies Statement of Work*;
2. Ensure that the Studies are developed with the needs of Lubicon taken into consideration, such as the northern Alberta climate and the traditional lifestyles of First Nations peoples;
3. Ensure that the deliverables follow DISC standards, such as: the PIFI, Level of Service Standards (LoSS) for applicable Capital Assets, and the CFMP;
4. Liaison with existing utilities to validate the feasibility and cost of connections to existing networks and define appropriate terms and conditions for the supply of these services; and
5. Review existing documentation and technical information, explore and prepare design options consistent with the overall Project scope and objectives. For which the PM's Feasibility and Pre-Design Consultant(s) will then present the rationale for the preferred design option to the PIC for assessment and selection, by consensus, of the final design option.

3.2.2 ***Environmental Reviews***

The PM will be tasked with preparing the required Detailed Environmental Review, as defined in *Attachment 2 to Annex 2 – Environmental Services Statement of Work*, in accordance with applicable legislation and DISC's Environmental Review Process. The reviews must be planned to ensure that it permits, and does not require any re-work, of the engineering deliverables. The completion of this Work is required in order to move on to Phase 2.

3.2.3 ***Procurement and Documentation Preparation***

Based on the detailed engineering deliverables listed in section 3.2 above which were prepared in Phase 1, the PM will also be responsible for the oversight of the procurement of the following Packages during Phase 1:

1. Detailed Design service Package
Preparation of Detailed Design procurement packages for all approved feasibility options and pre-design concepts are completed. **The issuance of a detailed design professional service contract awards will initiate Phase 2 of the Project** and the funding for this contract will be provided through the PM Funding Agreement.
2. Complementary Site Investigations services Package, which includes:
 - a. Surveying; and
 - b. Additional geotechnical investigation.

The PM will develop a Complementary Site Investigations services Package during Phase 1 with the assistance of the Feasibility and Pre-Design Consultant(s), which may be modified by the PM upon receipt of input from the Design Consultant(s) in the early stages of Phase 2 prior to tendering and contract award.

3. Extra Works Construction Package

The PM will review and determine extra work prior to Phase 2 (for work to be carried out early – “early works”) in consultation with the PIC and manage the construction activities which include, but are not limited to, the following:

- a. Site preparation;
- b. Tree cutting;
- c. Clearing and grubbing;
- d. Drainage;
- e. Temporary accesses, construction facilities (and camp if required) and hook-ups; and
- f. Clean-up of contaminated sites or areas, based on the Phase I and Phase II Environmental Site Assessment, which will be provided by the PIC.

It is intended that the construction activities defined in this package will be constructed during Phase 1. The PM will only execute the Extra Works Construction Package once the Environmental Review Process is completed, in accordance with *Attachment 2 to Annex 2 – Environmental Services Statement of Work*.

Extra work will be conducted on an "as and when requested" basis where charges shall be made for actual labour. Any costs incurred for Extra Work will be paid in accordance with the approved labour rates after the completion, inspection, and acceptance of the work performed.

Once identified by the PIC, the PM is responsible to develop construction documents for Extra Works inclusive of class B estimates.

The PM will prepare, procure and oversee construction of an Extra works and Complementary Site Investigation works.

The PM will be reimbursed on a unit cost basis as identified in Annex 9 – Extra Works Form.

4. Phase 1 Final Report, including feasibility and pre-design gap analysis and integration strategy.

A final report on phase 1 should be prepared to include photographs and explanations, demonstrating the completion of major milestone and other events. The final report should provide continuity of phase 1 milestones and include a gap analysis that may be used for potential innovation purposes upon issuance of Phase 2 Design. The gap analysis report should also include existing and potential gaps and provide mitigation remedies to ensure the delivery of sound design of community infrastructure during Phase 2, Design.

3.3 Phase 2 – Detailed Design

Phase 2 will begin upon issue of the order to proceed by DISC, following the granting of Phase 2 Expenditure Authority. Tasks should include the development of detailed design documents, Class A and B cost estimates, reports, and drawings based on the outcomes of the Feasibility and Pre-Design Studies, pre-engineering, and logistics prepared by the PM and the oversight of the Extra Works construction.

These deliverables will be completed by the Design Consultant(s). This team will be comprised of third party architects and engineers, in their area of expertise and licensed in the province of Alberta, assembled into a single entity. They will be contracted by the PM through their Funding Agreement based on the tendering results of the Detailed Design service Package in Phase 1. The Feasibility and Pre-Design Consultant(s), who prepared the technical documents as part of the PM's team during Phase 1 of the Project, is excluded from bidding.

Phase 2 will end when the following deliverables are submitted and approved:

1. A minimum of one (1) design package, as well as their associated deliverables, are submitted and approved;
2. Complementary Site Investigations service Package is completed;

3. A Class A cost estimate for the completed design package(s) must be submitted and approved;
4. The tender document preparation for at least one Construction Package is complete;
5. Completion of Consultation and Communication Engagement Sessions and Strategy;
6. Preparation of a First Nations Training and Employment Strategy; and
7. Preparation of Phase 2 Final Report, including design and construction contract gap analysis and integration strategy.

Note that not all detailed design tender documents need to be completed and awarded at the beginning of Phase 3. A minimum of one (1) construction package needs to be tendered and awarded at the beginning of Phase 3. Phase 2 and 3 would then be reiterated as appropriate based on when new detailed design tender documents are completed and construction is ready to begin on the respective work package(s) as per the PM's approved Asset Packaging Strategy and Project Schedule.

The PM is responsible and accountable for the Design Consultant(s) and all contracted service entities working on the Project. The PM must ensure that the consultants align with the provisions set out in the Detailed Design Service Package, which includes the following services:

1. Arrange for a design initiation meeting in person with the Design Consultant(s), the PM and the PIC in Edmonton, AB. The purpose of this meeting will be to:
 - a. Review applicable documentation (e.g. Design Consultant(s) Statement of Work, Feasibility and Pre-Design Studies, detailed engineering, construction schedule, etc.);
 - b. Establish lines of communication; and
 - c. Highlight key considerations (e.g. project scope, key tasks, deliverables, project staging, project milestones, etc.).
2. Distribute copies of all relevant documents to the Design Consultant(s) that are available to the PM, as supplied by DISC, including but not limited to:
 - a. Feasibility and Pre-Design Studies; and
 - b. Comprehensive Community Development Plan.
3. Ensure that the quality of the engineering deliverables meets the PIC's review criteria.
4. Authorize the payment of invoices to the Design Consultant(s) upon receipt of written authorization from the PIC.
5. Finalized, based upon input from the Design Consultant(s), the Complementary Site Investigations service Package that was prepared in Phase 1 (see Section 3.2.3). Then proceed to tender and contract the services required for this Package.
6. Coordinate feedback, based upon technical reviews from the PIC, into the Design Consultant(s) deliverables.
7. Develop and submit for review and approval by the PIC the Detailed Environmental Review deliverable(s), which were initialized in Phase 1.
8. Obtain Band Council Resolutions from the Lubicon on matters such as: the designation permits for the land to be set aside for the purposes of constructing, operation and maintenance of community infrastructure, etc.
9. Coordinate with DISC to ensure that a third party has completed a National Building Code of Canada and National Fire Code of Canada code review of works.
10. Ensure the Design Consultant(s) submits copies of plans and specifications as required for review by all regulating authorities having jurisdiction (i.e. Alberta Ministry of the Environment and others as required). Provide DISC and the PIC with copies of all correspondence/approvals from these authorities reporting to DISC.
11. Ensure that the Design Consultant(s) submits technical deliverables (e.g. scope of work, specifications, quality and control requirements) required by procurement to proceed to tender.
12. Ensure that the Design Consultant(s) submits progress design and estimation updates, including project descriptions and design drawings, for each Capital Asset to the PIC for review and approval at the 33%, 66% and 99% completion stages. Project cost estimates at the Class B and

Class A levels are to be submitted and approved at the 66% and 99% completion states, respectively.

13. Submit final services and construction tender Packages and equipment purchase order Packages to the PIC for review and approval to proceed to tender.
14. If required, finalize with input from the Design Consultant(s) and tender preparatory work which could not be included in the initial Extra Works Construction Package which was procured
15. Establish which Packages need to be completed and issued for bid prior to Phase 3 and prepare the required RFPs with assistance from the Design Consultant(s).
16. Manage the construction of the Extra Works Constructions Packages, stated above, that were issued for construction during Phase 2

The 33%, 66%, and 99% design documents will be reviewed and approved for tendering and construction by the PIC. The 66% documents will be used for the funding requests.

3.3.1 Preparation of Construction Packages of Approved Detailed Design and Pre-Design

The PM will prepare Construction procurement packages for all approved feasibility options for the following Capital Assets:

1. Water, wastewater, and fire protection services;
2. Education facilities;
3. Heating source and energy systems community wide;
4. Community planning and housing strategy;
5. Community Buildings;
6. Solid waste management plan;
7. Community roads, drainage and services;
8. Core community electrical network and supply;
9. Core community connectivity and telecommunications; and
10. Core community street and community building lighting..

3.3.2 Extra Works Construction

The PM will issue for tender, analyze bids, recommend the contract award, and manage the Extra Works construction activities which include, but are not limited to, the following:

- a. Site preparation (including the cleanup of existing waste storage sites);
- b. Tree cutting;
- c. Clearing and grubbing;
- d. Drainage;
- e. Temporary accesses, construction facilities (and camp if required) and hook-ups; and
- f. Clean-up of contaminated sites or areas, based on the Phase I and Phase II Environmental Site Assessment, which will be provided by the PIC.

It is intended that the construction activities defined in this package will be constructed during Phase 2. The PM will only execute the Extra Works Construction Package once the Environmental Review Process is completed, in accordance with *Attachment 2 to Annex 2 – Environmental Services Statement of Work*.

- a. Preparing, procuring and overseeing construction of an Extra Works construction Package and Complementary Site Investigation service Package, as specified in the RFP documents.

3.3.3 Phase 2 Final Report, including Design and Construction Contract Gap Analysis

Manage Detailed Design Consultant(s) as they Identify existing and possible future gaps in the implementation of the proposed municipal and community infrastructure and services for the community.

A final report on Phase 2 should be prepared to include photographs and explanations, demonstrating the completion of major milestone and other events. The final report should provide continuity of Phase 2 milestones and include a gap analysis that may be used for potential innovation purposes upon issuance of Phase 3 - Construction. The gap analysis report should also include existing and potential gaps and provide mitigation remedies to ensure the delivery of sound design of community infrastructure during Phase 3 - Construction.

3.3.4 ***Preparation of a First Nation Training and Employment Strategy***

The PM must assist the First Nation in developing and implementing training programs and take steps to build capacity and to seize economic development opportunities from the Project. The PM, in conjunction with the First Nation Project Coordinator, First Nation's Owner's Engineer, Design Consultant(s), the Construction Contractor, and academic stakeholders, is expected to develop and define the most appropriate training and associated tools/training aids for DISC approval; the objective of the plan is for Lubicon members to gain economic benefit, build the capacity to operate, maintain, and sustain the proposed community infrastructure upon takeover.

The PM is responsible for drafting a First Nations Training and Employment Strategy and language from the strategy will be included within Construction Tender Packages for Phase 3. The First Nations Training and Employment Strategy will allow for capacity building and provide training opportunities for local First Nation community members during commissioning to takeover stages associated with each Capital Asset.

The PIC must approve the First Nations Training and Employment Strategy and tender-ready construction contract documents, before the PM is allowed to procure the services of a Construction Contractor.

3.4 ***Phase 3 – Construction and Commissioning and Warranty Period***

The tender and award of the remaining services contracts (e.g. commissioning, maintaining of general construction facilities, etc.), construction packages and the equipment purchase orders will be carried out in Phase 3 by Lubicon and the Kee Tas Kee Now Tribal Council (KTC) with administrative and procurement support from the PM. The number of services, construction, and purchase order Packages to be tendered should be outlined in the approved asset packaging strategy developed by the PM in Phase 1 and Phase 2.

The Capital Assets will be constructed under the management and administration services provided by the PM. The construction of the Capital Assets will be established according to the approved Asset Packaging Strategy and Project Schedule that is to be developed by the PM.

The PM will be responsible for the contract administration and construction management of the Project. This is to include full-time inspection services and the implementation of a Quality Assurance and Control Plan to ensure that the Capital Assets are constructed as per their technical specifications.

Phase 3 will end when the following deliverables are submitted and approved:

1. Detailed deficiency list for all assets with tracking sheets
2. Operation and Maintenance (O&M) and Training manuals for all Capital Assets
3. Cost Estimate Projections for O&M cost for all Capital Assets
4. As-built drawings for all Capital Assets
5. Warranty information
6. Verification that all regulatory and compliance issues/matters have been achieved
7. Phase 3 Final and Hand-Over Report.

3.4.1 ***Phase 3 Final and Hand-Over Report:***

A final report on Phase 3 should be prepared and will highlight the completion of major milestones and other events with photographs and explanations.

The Phase 3 final report will incorporate any additional information required to ensure a smooth hand-over and transfer of responsibility of the capital assets to Lubicon First Nation.

3.4.2 ***Procurement-Related Services***

The PM is to act as a central agent during the Construction Contractor bidding process while also supporting the PIC with the procurement of service, construction and purchase order Packages.

The PM shall lead the administration of all aspects of the procurement process for the Construction Contractor which will be completed in phases as determined in the Project schedule and agreed by the PIC to best suit the different Project components throughout the Phase 3. This is to include the provisions set out in Section 3.1.3 regarding the tendering process for the Packages, as well as the following:

1. Work in conjunction with DISC's DRs, the Owner's Engineer, Financial Account Coordinator and Community Coordinator through the PIC for the development of the RFP bidding documents for the contractors, suppliers and service providers; and
2. Administer a mandatory site meeting at the Lubicon Lake Band with the PIC. The PM will be required to produce an agenda for the meeting and to distribute minutes of the meeting to all attendees within three (3) business days after the meeting.

For the service, construction and purchase order Packages the PM will also be required to:

1. On an ongoing basis, lead bid evaluation meetings with the PIC when appropriate (contract to be awarded). These meetings will be held at DISC's regional office in Edmonton, AB;
2. Assist the KTC in preparing construction contracts; and
3. Aid the KTC during the award of the construction contracts and establish communication channels between all parties through the PIC to begin construction activities and associated capital works.

3.4.3 **Construction Administration and Other Project Management Services**

The PM will:

1. Manage and coordinate all construction activities and arbitrate issues which impact the construction activities;
2. Provide general conditions through a third party service contract (e.g. site offices, site access and storage pads, WC'S, telecommunications, furniture, temporary hookup, etc.);
3. Hold bi-weekly construction meetings with active contractors and allow for bi-weekly site meetings to be at the Lubicon construction site office;
4. Oversee the review of shop drawings, product data and Operations and Maintenance Manuals by the Design Consultant(s);
5. Ensure that the Design Consultant(s) provides at least 2 full-time qualified inspectors to verify construction is conducted in accordance with the tender document as approved by the PIC. The PM will supervise the inspection activities and ensure they comply with the project objectives. These inspectors should have appropriate areas of technical expertise which includes, but is not limited to: architects, electrical engineers, mechanical engineers, civil engineers, and professional quantity surveyors;
6. Schedule meetings through the PIC to review the bank reconciliation, cash flow reports, financial reports, progress reports and the Construction Contractor invoices;
7. Coordinate the review of all progress claims during construction submitted to the PM. The PM with the KTC is to prepare necessary issuance of progress payment upon Contractor's satisfactory work completed to date;
8. Keep full records of all project details, meetings, correspondence, contracts, insurance, bonding, warranties, change orders, certificates, schedules, testing, certification, and verification;
9. Provide electronic copies to the appropriate members of the PIC and all project documentation at the end of the project;
10. Provide the PIC information and reports on the status of the project throughout the construction stages;
11. Coordinate with the Design Consultant(s) and the Commissioning Authority during the development of the Operation and Maintenance Manuals to ensure they conform to specifications. Ensure that all changes/additions/revisions are incorporated prior to accepting. Provide Lubicon with two (2) complete hard copies of the Manuals and as-built drawings and DISC with one (1) complete set of each, once accepted;

12. Provide coordination services to ensure that the Manuals are available prior to the start-up, performance testing, and commissioning so they may be used during training for applicable systems;
13. Maintain a photographic history of the works. The photographic history shall be digital and include photographs of the site of the works before and after construction. Photographs shall be taken of all sections of the work on a weekly basis;
14. Ensure that all applicable authorities having jurisdiction provide their inspection certificates for the works;
15. Ensure the Design Consultant(s) advertises substantial completion;
16. Obtain from the Design Consultant(s) a Certificate of Substantial Completion; and
17. Ensure the Construction Contractor completes all work and corrects all deficiencies prior to the issuance of the Certificate of Final Completion.

Based on DISC's Program Control Framework, which outlines the necessary gating structure for all infrastructure projects, the following approvals must be granted in order to advance into the Close-Out Stage of the Project. The Implementation Stage, which includes completion of outlined project deliverables and reporting, must be completed and approved by the appropriate Director General(s) to receive Close-Out Stage Expenditure Authority.

It must be noted that some activities described in the sections above are not limited in time to the phase in which they are described and may overlap different Phases.

3.4.4 Commissioning

The PM shall procure and manage the services from the third party Commissioning Authority who will provide commissioning services and manage the warranty period. Once the construction and commissioning of individual Capital Assets are completed, as confirmed by the delivery of a Certificate of Completion, the Capital Assets will be handed over to Lubicon. The transfer of the Capital Asset will initiate the warranty period.

The PM will:

1. Prepare the draft Commissioning Authority Service RFP, in conjunction with DISC, for review and approval by the PIC. The drafting of the RFP will be led by the PM through the PIC. The Commissioning Authority's responsibilities will include the preparation and execution of the commissioning plan, which will be based on:
 - a. Identification of systems to be commissioned based on the detail engineering;
 - b. Planning of the commissioning activities, alongside the PM, required for each of the individual Capital Assets as they are constructed; and
2. Lead the administration of all aspects of the competitive procurement process for the Commissioning Authority Consultant. This includes the provisions set out in Section 3.1.3, as well as the following:
 - a. Enter into a contract with the Commissioning Authority upon authorization from the PIC.
3. Manage the Commissioning activities by coordinating these activities with the different stakeholders.

3.4.5 Fit-up Purchase Orders

The PM will:

1. Review the draft Fit-Up Purchase Orders Package provided by Design Consultant(s) and provide to the PIC for review and approval;
2. Lead the administration of all aspects of the competitive procurement process, as outlined in Section 3.1.3, for the Fit-Up Purchase Orders based on the asset packaging strategy developed by the PM; and
3. Assist Lubicon in preparation for the delivery of the Fit-Up Purchase Orders.

3.4.6 **Completion Reporting**

1. Complete reporting as per *Annex 5 – Reporting Requirements and Due Dates – DISC Funding*; and
2. Provide 'record' drawings and specifications for review and approval by the PIC. Following acceptance, provide a complete set of prints and computer files of the 'as-built' drawings.

3.4.7 **Warranty Period and Inspection**

The PM will:

1. Provide assistance to the Lubicon during the Warranty period, which is to take place for the twelve (12) months after the issuance of the Certificate of Substantial Completion;
2. Assist, when required, during the Warranty period. This will consist of liaising with the Lubicon on a routine basis (at a minimum once a month) to discuss the performance of the Capital Assets and note any problems which may be Warranty-related;
3. Report Warranty-related issues to the Construction Contractor for correction;
4. Arrange and participate in a Warranty inspection meeting with the Construction Contractor, Design Consultant(s) and the PIC twelve (12) months after the issuance of the Certificate of Substantial Completion;
5. After the Warranty inspection meeting, prepare and distribute Warranty inspection reports outlining all Warranty-related Work that requires attention and distribute to the PIC and the Design Consultant(s);
6. Manage and release the holdback that was retained in accordance with the construction contract; and
7. Recommend to the PIC the release of the performance bond to the owner following satisfactory resolution of Warranty-related Work.

3.5 **Unforeseen Extra Work**

Refer to *Attachment 3 to Part 4 – Price Proposal Form* for information regarding extra work.

4.0 SCHEDULE

The following schedule of activities is provided for planning purposes only. The PIC reserves the right to cancel the activity or change the schedule at any time.

The detailed schedule to be prepared by the Proponent will respect the following general requirements:

- Strategic Capital Assets required for the servicing of buildings will be prioritized so as to minimize temporary hookups; and
- The development of an asset packaging strategy and a schedule of Capital Assets will be done in order to maximize contracting and construction efficiencies.

Table 4-1: Project Tasks, Milestones and Deliverables

PM RFP Bid Solicitation	
Advertising Project Management Services RFP (DISC)	February 2019
Question period	February-End of March 2019
Answer period	Early April 2019
Bid closure	End of April 2019
PM Contract Award	Summer 2019
Phase 1: Feasibility and Pre-Design Studies	
Commencement of Detailed Environmental Reviews	September 2019
Feasibility and Pre-Design Studies	September 2019 to June 2020
Feasibility and Pre-Design Studies reviewed by PIC and RO-SMC	Spring / Summer 2020
Detailed Environmental Review – Submittal of reports	TBD by PM
RO-SMC awards full Project Approval and Expenditure Authority for Phase 2 of Project	Spring / Summer 2020
Detailed Engineering for: <ul style="list-style-type: none"> • Extra Works Construction Package; • Architecture and Engineering Services Packages; and • Draft of Complementary Site Investigation Service Package. 	Must be completed prior to the tendering of each respective document Fall 2020
Phase 2: Detailed Design	
Extra Works Construction Package – Construction begins	TBD by PM
Architectural and Engineering (A&E) Consultant review of draft RFP for Complementary Field Investigations Services Package	Fall 2020
Complementary Field Investigations Services Package – Tender and award of RFP for Complementary Field Investigations Services Package	May to August 2020
Complementary Field Investigations Services Package – Investigations	August to December 2020
Detailed Design – 33%, 66%, and 99% of First Packages (i.e. water/wastewater infrastructure, other priority packages, etc.) submitted	Winter 2021
Detailed Design – PIC review, approval and incorporation of necessary revisions	Winter 2021
Detailed Design for the remaining Packages	Winter 2021 to Winter 2023
Phase 3: Construction and Commissioning	

Procurement of First Packages	Spring 2021
Begin construction of First Packages	Summer 2021
Procurement of remaining Packages	Spring 2023
Tender and award of Construction contracts for all remaining packages (i.e. Tender Service and Construction Contracts, Commissioning Authority Service RFP, and Fit-up Tender Package)	Spring 2024
Construction and services for all packages (other than the Extra Works Construction Package)	Summer 2021 to Fall 2026
Commissioning services for all packages	To end in March 2027
Project Management and administration services during contracting, construction, commissioning, fit-up and training	Duration of Project
Warranty Period and Inspection Services	Staggered delivery one year after handover of each Capital Asset (to end July 2027)

SECTION 2: AUTHORITIES

Funding Agreement Authority

“TO BE PROVIDED AT FUNDING AGREEMENT AWARD”

The Funding Agreement Authority for the Funding Agreement is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: _____
E-mail Address: _____

The Funding Agreement Authority is responsible for the management of the Funding Agreement and any changes to the Funding Agreement must be authorized in writing by the Funding Agreement Authority. The Recipient must not perform work in excess of or outside the scope of the Funding Agreement based on verbal or written requests or instructions from anybody other than the Funding Agreement Authority.

The Funding Agreement Authority is responsible for the provisions set out in Section 13 of the Standard Instructions 2003: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>

Project Authority

“TO BE PROVIDED AT FUNDING AGREEMENT AWARD”

The Project Authority for the Funding Agreement is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: _____
E-mail Address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Funding Agreement and is responsible for all matters concerning the technical content of the Work under the Funding Agreement. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Funding Agreement amendment issued by the Funding Agreement Authority.

Recipient's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____
Telephone: ____ - ____ - ____
Facsimile: _____
Cellular: ____ - ____ - ____
E-mail Address: _____

SECTION 3: INSURANCE

1.0 INSURANCE REQUIREMENTS

General

1. The Recipient shall ensure that appropriate liability insurance coverage is in place to cover the Recipient and the members of the Project Management team and shall maintain all required insurance policies as specified herein.
2. The Recipient must obtain within thirty (30) days after the award of the Funding Agreement, and maintain in force for at least the duration of the Funding Agreement (unless a longer period is specified herein), the insurance coverage set out below.
3. The Recipient must, if requested by the Funding Agreement Authority, provide to the Funding Agreement Authority originals or certified true copies of all contracts of insurance maintained by Recipient pursuant to this Agreement.
4. The policies must insure the Recipient must include Her Majesty the Queen in Right of Canada, as represented by the Minister of Indigenous Services (hereinafter "Canada"), as an additional Insured.
5. The insurance policies must be endorsed to provide the Government of Canada with not less than thirty (30) days' notice in writing in advance of a cancellation of insurance or any reduction in coverage.
6. Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.
7. The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Recipient.
8. Compliance with these insurance requirements does not release the Recipient from its obligations, or reduce its liability, under the Funding Agreement.
9. The Recipient is responsible for deciding if additional insurance coverage is necessary to ensure compliance with any applicable laws. Any additional insurance coverage for the Recipient or Project Management team is at the Recipient's expense and for its own benefit and protection.
10. In the event of a claim, the Recipient agrees to do, without delay, all such things and execute all such documents as are necessary to effect payment of the proceeds of insurance.

Insurance Coverage Required

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100, as amended from time to time.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work involves the following:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise.

The policy must have the following minimum limits:

- (a) **\$5,000,000** per Occurrence;
- (b) **\$10,000,000** Aggregate limit of not less than \$10,000,000 within any policy year;
- (c) **\$5,000,000** Products/Completed Operations Aggregate limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

The Recipient must maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy for a period of six (6) years beyond the date of the Certificate of Completion (Final).

Professional Liability

The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the services provided under the Funding Agreement, but shall have a limit of liability of not less than **\$2,000,000** per claim and shall be continually maintained from the commencement of performance of the services until five (5) years after their completion.

The following provision must be incorporated into the conditions of the Recipient's professional liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Funding Agreement Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any reduction in coverage."

ATTACHMENT 1 TO ANNEX 2 FEASIBILITY AND PRE-DESIGN STUDIES STATEMENT OF WORK

1.0 BACKGROUND

1.1 Introduction

The intention of the Statement of Work for Feasibility and Pre-Design Studies for the Lubicon Lake Band Community Infrastructure Project (Project) is to define the scope of engineering services required by the Feasibility and Pre-Design Consultant(s). The Feasibility and Pre-Design Studies shall be completed by a Feasibility and Pre-Design Consultant(s) who is led and a part of the Project Manager (PM) team. This team will be comprised of either in-house design resources or specialized design consultant(s) retained by the PM to provide architectural and engineering services.

The Government of Canada (Canada) is committed to supporting First Nations in the planning, design, and construction of Capital Assets and their respective management requirements (i.e. operation, maintenance and monitoring). Canada and the Lubicon Lake Band (Lubicon) will be delivering the Project as equal partners. The Department of Indigenous Services Canada's (DISC) responsibility is to assist First Nations with the delivery of capital infrastructure and community projects.

1.2 General Information

1.2.1 Community Background

Lubicon is a Cree First Nation community located in the Hamlet of Little Buffalo in Northern Alberta. Lubicon are one of isolated communities in Northern Alberta who were overlooked by the Treaty Commissioners in 1899 when Treaty 8 was signed. All of the other isolated communities' claims have since been settled, such as: Woodland Cree First Nation in 1991, Loon River First Nation in 1999 and Bigstone Cree Nation in 2010. Lubicon's claim is the last of these isolated communities. Canada, the Government of Alberta, and Lubicon have recently signed a Settlement Agreement in 2018, which includes reserve lands, compensation, and the development of infrastructure to build a new community.

The historical record shows that Lubicon requested a reserve in the 1930s. In 1940, Canada and Alberta agreed on reserve lands based on the terms of Treaty 8. However, Lubicon never received the lands nor the other benefits set out in Treaty 8. The lack of resolution of this claim has contributed to the impoverished state of Lubicon. Lubicon is the only First Nation community among 45 First Nations in Alberta without a source of potable water or indoor plumbing.

A comprehensive housing assessment done in 2011 revealed that almost all homes in Little Buffalo, which is the surrounding Hamlet and which Lubicon's proposed reserve lands encompass, posed health and safety risks to occupants and were largely irreparable. Homes depend on the use of trucked and bottled water, and outhouses. Furthermore, a detailed Asset Condition Evaluation of the Little Buffalo School in March 2012 concluded that the school is beyond its life expectancy, and suggested all major components within the school require upgrades to meet current demand and to ensure compliance with respective building codes and standards.

Lubicon and DISC undertook the preparation of a Comprehensive Community Development Plan (CCDP) to develop a tool for the community to support the negotiations involving Lubicon, Canada, and Alberta. The CCDP was prepared by Neegan Burnside Ltd. (Neegan Burnside) over a 20-year development horizon. The final version of the document, issued in April 2016, will be provided to the successful Proponent following Funding Agreement award. Since then, all Capital Assets have been confirmed and clarified in the Capital Agreement agreed upon between Lubicon and Canada. It should be noted that the content of the Capital Agreement has precedence.

1.2.2 Project Site

The Settlement Agreement between Canada and Lubicon includes the creation of reserve lands. While the Project site is within the boundaries of the proposed reserve lands, these cover an area of approximately 246 square kilometres. Hence, while the exact reserve boundaries have not been finalized,

the plan is to develop a community on the lands that include the Hamlet of Little Buffalo and extending southeast toward Lubicon Lake. It is classified as Zone 2, as per DISC's remoteness classification system, and is located within the Northern Sunrise County of northern Alberta. The Hamlet of Little Buffalo is situated in close proximity to two major highways, Highway 986 and approximately 47 km west of Highway 88. Relative to other communities, the Hamlet of Little Buffalo is approximately 100 km northeast of the Town of Peace River and 465 km northwest of Edmonton, the closest major city.

It will be the responsibility of the successful Proponent to take into account the impacts of the location and of existing infrastructure on mobilization, supply of materials, necessary ancillary access roads, logistics, planning, and overall construction activities. Location is also an input to consider when developing an asset packaging strategy.

1.2.3 **Capital Assets**

A comprehensive list of the Capital Assets has been developed based on identified needs of Lubicon and negotiations between Canada and Lubicon leadership. The Capital Assets that are to be provided consists of the following:

1. Residential housing;
2. Community water and wastewater services;
3. Solid waste management services;
4. Three phase power to community buildings and single phase power for all residential housing;
5. Heating units, and heating source, for all residential housing and buildings;
6. Lighting for all residential housing and community buildings and street lighting in the core area of the community;
7. Ability to connect telephone lines and fiber optic lines to all buildings;
8. All-weather gravel roads and driveways;
9. Public works building, public works lot and mobile maintenance equipment;
10. Fire station and fire truck;
11. Administration building;
12. Community multi-purpose building;
13. School and teacherages;
14. Community health centre; and
15. Aboriginal Head Start building.

A current description of these Capital Assets and their status is presented in *Attachment 1 to Annex 2 – Feasibility and Pre-Design Studies Statement of Work* and *Annex 10 – Capital Agreement*. Unless specifically defined in the Capital Agreement, the level of definition of these Capital Assets has not reached the feasibility stage, which is a necessary milestone to receive full Project Approval. These Capital Assets must be further defined to comply with:

1. The Capital Agreement agreed to between Canada and the Lubicon;
2. The terms and conditions of the Capital Facilities and Maintenance Plan (CFMP); and
3. The most recent version of the Protocol for INAC-Funded Infrastructure (PIFI) and documents referenced in the PIFI.

1.2.4 **Community Demographics**

It is expected that during the lifetime of the project, the on-reserve population will experience population growth by returning off-reserve band members as a result of the implementation of capital infrastructure and housing development. A demographics study was carried out for DISC in April 2017. It will be supplied as a reference document to the Feasibility and Pre-Design Consultant(s) upon contract award.

The total and registered on-reserve projected populations are presented in Table 1. The population projection scenario selected from the demographic study used for population growth is scenario #6 which is most consistent with recent trends in similar communities. Design of assets and infrastructure will be based on the total on-reserve projected population for year 2026, which is projected to be 750 persons. In the case of Infrastructure services such as water services, the Feasibility and Pre-Design Consultant(s)

will submit to the Project Implementation Committee (PIC) the proposed design life (and corresponding population) for approval at the beginning of the project. The proposed design life will be consistent with best practice.

Furthermore, the required land footprint will be determined considering possible expansion of the services.

Table 1 – Projected On-Reserve Population		
Year	Total On-Reserve Projected Pop.	Registered On-Reserve Projected Pop.
2016	377 persons	348 persons
2021	479 persons	423 persons
2026	750 persons	607 persons
2031	844 persons	665 persons
2036	938 persons	727 persons
2041	1040 persons	789 persons

The provided information is intended to give the Proponent an order of magnitude of the infrastructure required to meet the projected needs of the population and the potential usage of the community facilities.

For assets where Life Cycle Cost (LCC) analysis is required, the Feasibility and Pre-Design Consultant(s) will submit the analysis period to the PIC for approval and use the corresponding total on-reserve population in the analysis.

1.3 Project Objectives

The Project's general objectives consist of providing comprehensive municipal and community infrastructure as to satisfy the following mandates:

1. To implement the community infrastructure as per *Annex 10 – Capital Agreement*, a 15-item Capital Assets list and *Annex 8 – Administrative Agreement*;
2. To deliver these Capital Assets in partnership with Lubicon and the Kee Tas Kee Now Tribal Council (KTC); and
3. To construct infrastructure that is consistent with the most recent versions of the *Capital and Facilities and Maintenance Program (CFMP)* terms and conditions, the *Protocol for INAC-Funded Infrastructure (PIFI)*, and other Government of Canada protocols and standards.

The successful Proponent must ensure that all phases, and their associated tasks, included in the project management services meet and satisfy the general objectives stated above.

The Feasibility and Pre-Design Consultant(s) must ensure that all tasks, and associated deliverables, included in this Statement of Work meet and satisfy the general objectives stated above.

The Feasibility and Pre-Design Studies are crucial in determining the most technically sound and economically viable options available to achieve the objectives of a capital project and provide the information necessary for a project to move efficiently ahead to subsequent stages (design, construction, and commissioning).

2.0 ROLE OF THE FEASIBILITY AND PRE-DESIGN CONSULTANT(S)

The Feasibility and Pre-Design Studies shall be completed by a Feasibility and Pre-Design Consultant(s) who is part of or is led by the PM team during Phase 1 of the Project. The Feasibility and Pre-Design Consultant(s) will produce complete Feasibility Study reports and class C cost estimates.

The purpose of the Feasibility and Pre-Design Studies is to:

1. Review existing conditions;
2. Identify, propose and select options for the development of community buildings and community infrastructure for the Lubicon Lake Band Community Infrastructure Project;
3. Develop cost estimates, and when required, perform LCC Analysis, for these options to help the PIC select the option which best meets the Project's objectives; and
4. Identify existing and possible future gaps in the implementation of the proposed municipal and community infrastructure and services for the community.

It is expected that the Feasibility and Pre-Design Consultant(s) will present a comprehensive rationale that will highlight understanding of the Lubicon Project as a whole, incorporate a thought process consistent with the Feasibility and Pre-Design Studies of other assets and identify Lubicon's customs, traditions and cultural needs.

The Feasibility and Pre-Design Studies must be undertaken prior to the Detailed Design Phase, to help ensure the planned community and municipal infrastructure is built to have the capacity to properly service the total on-reserve projected population. The Feasibility and Pre-Design Consultant(s) are responsible for the tasks outlined in the sections below.

2.1 Technical Work

2.1.1 Pre-Design Studies

Pre-Design Studies include:

1. Conceptual design and cost estimates in accordance with approved design criteria and the Government of Canada's guidelines for the respective departments, and adapted to Project needs.
2. The preparation of the Complementary Site Investigations Services Packages to be procured early during Phase 2, after the design consultants have provided their input.
3. Engineering design and the preparation of the Extra Works construction Package(s). Note that for the Capital Assets included in the Extra Works construction package(s), the Feasibility and Pre-Design Consultant(s) will be required to provide the detailed design and Class A Cost Estimate.

2.1.2 Feasibility Studies

Some Capital Assets do not require different options to be studied or analysed, as in the case of a Feasibility Study. These include the following under DISC's mandate:

- a. Roads and drainage;
- b. Electrical Network;
- c. Connectivity and Telecommunication;
- d. Lighting for all residential and community Buildings and street lighting in the core area of the community;

The Feasibility and Pre-Design Consultant(s) will however produce the Feasibility Studies for the following Capital Assets:

1. Water, wastewater, and fire protection services which includes, but not limited to:
 - a. Water supply;
 - b. Water treatment;
 - c. Water distribution, piping and appurtenances;
 - d. Fire protection; and
 - e. Wastewater collection and treatment.
2. Education facilities which includes:

- a. School;
- b. Teacherages; and
- c. Aboriginal Head Start On-Reserve (AHSOR) Facility
3. Heating source and energy systems;
4. Community housing and elder residences;
5. Community buildings and equipment; and
6. Solid waste management.

Other Capital Assets outlined in section 1.2.3 not listed will be incorporated into one of the above Feasibility Studies or presented in stand-alone Pre-Design documents.

2.1.3 Cost Estimates

2.1.3.1 Capital Costs

Capital cost estimates drafted by the Feasibility and Pre-Design Consultant(s) will be evaluated by the PM based on:

1. Recent costing data in the area;
2. Recent quotations;
3. Quotations from existing service utilities; and
4. Experience based on similar projects carried out by the Feasibility and Pre-Design Consultant(s).

Class C ($\pm 15\%$ accuracy) estimates will be prepared for all proposed Capital Assets.

Cost estimates will be compared with DISC costing guidance values to achieve required Level of Service Standards (LoSS). Any scope of work not guided by LoSS guidelines will be compared with similar services or infrastructure serving similarly sized off-reserve communities in Alberta.

Capital cost estimates are to include indirect and owner costs, such as: professional fees, contingencies, risk management and commissioning and fit up of community services and infrastructure (including costs associated with training and salaries of personnel required to operate the facilities during commissioning and training). The percentage rate used for indirect and owner costs will be validated by the PIC.

2.1.3.2 Operations and Maintenance

Operation and maintenance costs used in the LCC analysis are to be based on:

1. Actual costing data obtained from Lubicon and nearby First Nations;
2. Adaptations to actual operating needs; and
3. Indexed values and compatible operation and maintenance plans for equivalent assets.

Operation and maintenance cost estimation for Capital Assets not requiring Feasibility Studies or LCC analysis will be included in the Pre-Design Studies.

2.2 Deliverables

The main deliverables are the following:

1. Detailed engineering for Extra Works Construction Package, Detailed Design Service Packages, and Complementary Site Investigations Package;
2. Six (6) Feasibility Studies; and
3. Four (4) Pre-Design Studies.

Each of the six (6) Feasibility Study reports must be split into five action items:

1. Identification of Needs and Priorities;
2. Site Investigation and Gap Analysis;
3. Option Identification;

4. Option Analysis; and
5. Recommended Option.

While conducting the Feasibility Studies, the Feasibility and Pre-Design Consultant(s) must take into consideration cost-benefit analyses, LCC analysis, risk assessments, environmental compliance, carbon footprint reductions, functional programming, reliability of asset/infrastructure, ease of operation and maintenance, flexibility to accommodate future demands, and results from community consultations with Lubicon leadership and community.

For the Feasibility studies, only an analysis of location is required for the Aboriginal Head Start On-Reserve (AHSOR) Facility and the Community Health Centre. The design will be determined by the First Nation and Inuit Health Branch (FNIHB) and must comply with FNIHB's standards and guidelines.

It will be important to ensure a cohesive development of all planned Capital Assets and that relevant findings from other Assets' Feasibility Studies be incorporated into the others.

DISC will accept all deliverables, including the draft and final report, and any subsequent modifications by e-mail or other electronic form (e.g. FTP site, USB, etc.). Electronic versions of the reports are requested Adobe PDF or another format agreed upon by DISC and the Consultant. See Section 2.2.1 for more details.

2.2.1 Project Deliverables Format

The Feasibility and Pre-Design Consultant(s) are required to use the PM's FTP site, a web-based tool allowing the Consultant Team access to a repository of project documents.

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, at least ten (10) hard copies must be provided plus one (1) copy must be provided in electronic format unless otherwise specified.

Electronic format must be without password protection and/or printing restrictions, and must be in accordance with the following format:

For written reports, summaries and studies:	MS Word 2010
For spreadsheets and budgets:	MS Excel 2010
For presentations:	MS PowerPoint 2010
For drawings and/or 3-D computer models:	AutoCAD 2010 to current International File Protocol Standard
For specifications:	MS Word 2010
For schedules:	MS Project 2010

All submittals are to be fully coordinated between disciplines. Submittals must be completed to a professional level that follows best practices as recommended by the applicable professional associations in Alberta. As a minimum, the submissions for buildings must adhere to the standards outlined in the most current edition of the "Canadian Handbook of Practice for Architects" distributed by the Royal Architectural Institute of Canada.

All reports identified in this Statement of Work must be prepared to demonstrate an understanding of the report's focus. The writing style must be objective and clear. Typical report format includes the following sections:

1. A cover page, clearly indicating the nature of the report, the date, the project reference number and the author(s) of the report;
2. Table of Contents;
3. An Executive Summary;
4. An Introduction;

5. The body of the report is to be structured such that the reader can easily review the document and locate, respond to and/or reference related information contained elsewhere in the report;
6. A Conclusion or Synopsis; and
7. Appendices used for lengthy segments of the report, supplementary and supporting information and/or for separate related documents.

The content of the Report must:

1. Ensure that the executive summary is a true condensed version of the report following the identical structure, including only key points and results/recommendations requiring review and/or approval;
2. Use a proper numbering system (preferably legal numbering), for ease of reference and cross-reference;
3. Use proper grammar, including using complete sentences, in order to ensure clarity, avoid ambiguity and facilitate easy translation. The use of undefined technical terms, industry jargon and cryptic phrases are to be avoided;
4. Be written as efficiently as possible, with only essential information included in the body of the report and supporting information in an appendix if needed; and
5. Ensure all recommendations have been critically analysed against project goals and objectives, functionality, departmental standards, requirements identified within this Statement of Work.

2.2.2 Intellectual Property Rights

DISC and the First Nation shall retain intellectual property over the report delivered and any other documents produced as part of this call-up to support the development of the report. However, the PM and the Consultant(s) may list their work as part of their resume.

2.2.3 Language Requirements

The PM and the Consultant(s) must provide all deliverables and their supporting documents in English.

2.3 Reporting and Schedule

All activities will be conducted in accordance with the Project Schedule developed by the PM. The final reports should be completed in advance of the tendering of a Design Consultant(s). Any recommendations, preliminary designs, and so on provided in the reports shall be taken into account for all subsequent Phases, as appropriate.

2.3.1 Acceptance of Consultant Deliverables

While the Feasibility and Pre-Design Consultant(s) carries the professional responsibility and liability for consulting services, the Feasibility and Pre-Design Consultant(s) must obtain written PIC acceptances for each project stage before proceeding to the next. DISC, the PIC and the PM reserve the right to reject undesirable or unsatisfactory work, and any such work must be redone and resubmitted for acceptance at the Feasibility and Pre-Design Consultant(s)' sole expense.

Acceptances indicate that, based on a review of material for both general and specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives should be satisfied. However, the Feasibility Studies and Pre-Design work remains the Feasibility and Pre-Design Consultant(s)' responsibility and acceptance does not relieve the Feasibility and Pre-Design Consultant(s) of professional responsibility and liability for the work.

Acceptances do not prohibit necessary rejection of the work that is determined to be unsatisfactory or poor quality at later stages of the review process.

Acceptances by applicable agencies and levels of government may be required to supplement the PIC and/or PM acceptance. The PM is responsible to obtain the acceptances of applicable agencies. If requested, the Feasibility and Pre-Design Consultant(s) will provide information to the PIC and/or the PM to assist their securing all such acceptances. The Feasibility and Pre-Design Consultant(s) will adjust all their documentation as required by such authorities as part of obtaining and securing acceptances.

2.3.2 Submissions, Reviews and Approvals

The following describes submission of deliverables to the PIC and the review process:

1. Submission Format: report, drawings, sample boards, specifications and oral and PowerPoint presentations.
2. Submission Schedule: Submissions are reviewed at a time to be arranged with 15 business days' notice by the PIC
3. Expected Turnaround Time: three (3) weeks
4. Number of Submissions: two (2) or until approval has been received.

2.4 Location of Work and Travel Requirements

The work will take place mainly at the Consultant's office location and the Lubicon Lake Community. Meetings may take place at the DISC Alberta regional office in Edmonton.

2.5 Eligibility to Quote Detailed Engineering and Design (Project Phase 2)

The Feasibility and Pre-Design Consultant(s) will not be eligible to bid on the Detailed Design which is to be performed during Phase 2 of the Project.

3.0 CONSULTANT SERVICES

3.1 Overall Project Requirements for All Capital Asset Feasibility and Pre-Design Reports

The work of the Feasibility and Pre-Design Consultant(s) shall include, but is not limited to, the following:

1. Analyse the project requirements and review all available existing documentation related to the project, such as: previous studies, aerial photos, reports, plans, designs, and record drawings. The Feasibility and Pre-Design Consultant(s) will specifically assess existing information relating to geotechnical and topography and submit to the PIC a Request for Proposal for required complementary investigations. The cost of these complementary investigations will be assumed by DISC;
2. Visit the First Nation community and review the condition of the existing sites and potential infrastructure and building sites;
3. Verify and assess the condition of existing assets and, deficiencies and service life expectancy as well as availability and capacity of services needed;
4. Identify the codes, regulations, standards and all authorities having jurisdiction that apply to the Project;
5. For each asset, identify DISC (such as LoSS), First Nation and Inuit Health Branch (FNIHB) or other third party funding guidelines which may impose restrictions on asset design;
6. To take into consideration the initiatives outlined in the Pan-Canadian Framework;
7. Consult with the Lubicon Chief and Council, the PIC, and First Nation community members to identify their needs and priorities;
8. Conduct an options analysis and make recommendations on preferred option, when applicable;
9. Define the design criteria applicable to the entire project, such as: lot size, climatic conditions and corresponding development plan, heating mode, design period and/or population, list of needs, building code analysis and building classification, material selection according to constructability and Asset Packaging Strategy;
10. Define the design criteria for the specific assets. In the case of buildings, the Feasibility and Pre-Design Consultant(s) will describe the needs and develop a technical functional program;
11. Assist the PM in preparing the proposed project schedules with milestone dates, including taking into consideration construction phasing, if applicable;
12. Produce cost estimates;
13. Produce LCC analysis for assets subject to a complete feasibility study; and
14. Produce draft and final reports.

3.1.1 Identification of Needs and Priorities

The present and future needs based on the design life, demographic findings and existing conditions will be defined by the Feasibility and Pre-Design Consultant(s), as outlined in Section 1.3.

3.1.2 Assessment of Existing Assets and Review of Existing Conditions

The community presently has numerous assets whose condition needs to be assessed at the early stages of the project in order to determine their current condition, establish need for demolition and/or possibility to renovate or reuse in part or in whole. As outlined in the CCDP, these principle assets are:

1. Existing roads and drainage;
2. Existing housing;
3. Existing health centre;
4. Existing school, teacherages;
5. Existing public works temporary shop;
6. Existing solid waste transfer station and existing waste disposal sites;
7. Existing water connection to the regional water supply system and truck fill station (line size and capacity to deliver required flow);
8. Existing centralized piped wastewater, treatment system and lagoon;
9. Existing electrical grid and telecommunication network; and
10. *Pitipan* solar project Infrastructure and possibility to integrate into the heating source options or electrical distribution.

The Feasibility and Pre-Design Consultant(s) shall visit the existing facilities and gather available information to assess them. The information sought shall include, but is not limited to:

1. Cultural or archeological value;
2. Environmental, Health and Safety assessment;
3. Main features of the facilities (e.g. year of construction, life expectancy, footprint, condition, possibility for reuse);
4. Present usage and capacity;
5. Existing site features, such as: topography, access (pedestrian and vehicular), drainage, soil conditions based on the geotechnical findings presented in the CCDP, space constraints, natural hazards, flooding potential and present service accessibility;
6. Land availability for potential expansion or new construction;
7. List of existing major equipment, components, vessels and pipelines, etc.;
8. Historical financial information from recent years, such as: amounts and description of operational expenses, maintenance expenses, minor capital (nature of renovations and expenses), and municipal type service agreements, if applicable, etc.

This information is to be taken into account during the analysis of options, construction phasing, demolition and confirmation of the options portions of the six (6) Feasibility Studies. These findings are to be presented in the site investigation and gap analysis section of the six (6) Feasibility Reports.

3.1.3 Option Analysis

Assets covered in the Feasibility Studies will require an analysis of possible design options.

In these cases, the Feasibility Study shall be tailored to the specific circumstances of this project and ultimately bridge the gap between the existing facilities and what is required to meet the needs of the Lubicon Lake Band.

When considering different design options, the Feasibility Studies shall consider, but will not be limited to:

1. Possible options which could address the project's goals and objectives;
2. A technical evaluation of the option identifying the main technical features of each option including a brief description of the advantages and disadvantages; and
3. Complete a life cycle cost (LCC) analysis of each option.

The Feasibility and Pre-Design Consultant(s) is required, but not limited, to carry out the following tasks when considering the different design options:

1. Perform a gap analysis to ensure sufficient background information has been collected to properly assess the situation; and
2. Through the gap analysis, define the scope of work required to ensure buildings and future development are serviced.

The technical evaluation of each option will be conducted against a set of weighting criteria that the Feasibility and Pre-Design Consultant(s) has submitted to the PIC for approval. The criteria must be selected to effectively determine the prioritization of the strategic options assessed.

The weighting criteria should be selected from the following topics:

1. Efficiency
2. Reliability
3. Land requirement
4. Capital cost and economic analysis
5. Environmental impact
6. Sustainability
7. Health and safety concerns

8. Simplicity of design and operation
9. Community acceptance
10. Possibility for expansion
11. Redundancy
12. Operational constraints

The Feasibility and Pre-Design Consultant(s) shall present its recommendation under a separate section, complete with rationale underlying the recommendation. To present the recommended option, the Feasibility and Pre-Design Consultant(s) is required, but not limited to, the following:

1. Provide along with necessary narrative, sufficient drawings and sketches to fully illustrate the recommended option;
2. Provide a concise design brief and calculation demonstrating compliance can be achieved under the selected design criteria;
3. Identify equipment associated with the different options and included in the capital and operation cost estimates;
4. Identify, based on the preferred option, if additional field investigation(s) are needed before initiating the design study (geotechnical study, hydrogeological study, environmental site assessment, stormwater management plan, etc.);
5. Perform a risk assessment by including risk mitigation measures for the preferred option as an input to the PM services risk assessment obligations;
6. The Feasibility and Pre-Design Consultant(s) shall further detail the total estimated cost associated with the preferred option to ensure costs are realistic and achievable;
7. Assess the indicative design and construction cost estimates;
8. Determine the annual operation energy costs, consumable/labour expenses, waste disposal, periodic major repair and replacement costs, maintenance cost, etc.;
9. Analyse the life cycle costs; and
10. Determine the cash flow requirements for the implementation.

3.1.4 **Life Cycle Cost Analysis**

The Government of Canada has a guideline on cost estimation for Capital Acquisition. A LCC analysis is required for all assets for which a Feasibility Study is performed. A LCC analysis is required for capital asset acquisitions when the design or procurement selection is between two or more options. DISC may also require a LCC analysis to be undertaken in situations where the following conditions exist:

1. There is a significant technical risk;
2. The capital asset is highly complex; and
3. The capital asset is of strategic significance to Canada.

A LCC analysis provides useful information to support decision making and project monitoring, however, undertaking an LCC analysis involves creating cost estimates and providing information on options that are more complex, time consuming and costly to develop than standard cost estimates. The parameters to be included in the analysis will be defined by the Feasibility and Pre-Design Consultant(s) and be approved by DISC before proceeding.

When the Feasibility Study includes options analysis, the analysis will include:

1. Options analysed for the acquisition of the capital asset;
2. A capital investment cost breakdown, including:
 - a. The project design and construction costs;
 - b. Building costs if any;
 - c. Contingency and risk allowances; and
 - d. Additional cost for further investigation and assessment.
3. Time when the capital asset will be required;
4. Level and frequency of use; and
5. Annual maintenance or operating arrangements and associated costs, including: annual operation energy costs, labour costs with analysis of band capacity to operate, periodic major

repair and replacement costs, maintenance cost, etc. Operation and maintenance costs will take into considerations training and staffing plans for the Lubicon Lake Community.

This type of analysis, combined with the net present value of each option, would support a recommendation. It would also support decisions on funding arrangements.

3.2 Feasibility Study on Water, Wastewater and Fire Protection Services

3.2.1 Review of Existing Conditions

The Feasibility and Pre-Design Consultant(s) shall visit the First Nation community and the Regional Water Provider in order to gather information on the existing potable water distribution system and treatment facilities. As well as meet with the regional water supply system managers to define conditions for potential water supply under piped and non-piped tank scenarios. This includes the following tasks:

1. Collect present water quality and hydraulic delivery parameters;
2. Collect previous studies relative to other possible sources of water supply (groundwater wells, surface water and intake structure);
3. Establish consumption per person based on historical water delivery data;
4. Evaluate the condition of the existing Wastewater Treatment Plant (lagoon) serving the school; and
5. Define the wastewater discharge criteria (effluent parameters/characteristics) and discharge point and have it approved by the concerned authorities.

3.2.2 Summary of Scope

The Feasibility and Pre-Design Consultant(s) will conduct a Feasibility Study to address current water supply and distribution issues as well as wastewater collection and treatment issues. Water and wastewater services will be provided to all buildings on the Community land eligible under the Capital Agreement and the CFMP.

The design presented in the Feasibility Study must meet DISC LoSS for fire protection, water, and wastewater. The study will focus only on urban residential housing and excludes housing and services in the rural area.

3.2.2.1 Current Potable Water Supply and Fire Protection

Water is currently trucked from the regional truck fill 1.1 km away and trucked twice a week to existing cisterns and tanks of 67 serviced homes; the status of servicing of approximately 26 homes is unknown. There is currently no firefighting capacity in the community. Potable water is being supplied through the regional water provider (New Water Ltd.). The Feasibility Study will consider continued supply from regional water provider as the preferred solution. Two options based on this supply solution will be studied as part of the Feasibility Study:

1. A piped solution which considers:
 - a. Connection to the existing regional system;
 - b. Storage reservoir;
 - c. Piped water distribution; and
 - d. Fire protection based on the piped system, storage reservoir and pumps.
2. An on-site tank system.

The Feasibility Study will analyse the capacity of the existing regional system for current and future needs for both options, determine upgrades and modifications, if required, prior to connection, and define terms and conditions in the event of connection to this system. The fire protection design, required equipment and supporting infrastructure must be detailed for each option.

In the event that the preferred option of water supply from the existing regional system is not feasible, DISC would require a more extensive analysis of other possible water sources and would issue a change order.

3.2.2.2 Wastewater

Wastewater management presently consists primarily of outhouses and holding tanks. The status of servicing of homes is unknown, but includes approximately 25 private dwellings. Septic systems (septic disposal fields) are deemed not feasible because of the geotechnical conditions. Currently, a small central wastewater system with piped connections from the school directs wastewater to a small lagoon, and is running at capacity or over-capacity. Wastewater is collected twice a week from approximately 70 homes with holding tanks and disposed of at Marten Lake lagoon; outhouse use is also widespread. The Feasibility and Pre-Design Consultant(s) will recommend the fate of existing assets and establish the cost of demolition, if applicable.

Based on the selected option for water supply options and associated wastewater flows generated, the Feasibility Study shall compare the piped system to on-site tank systems. The results of the combined water and wastewater analysis of the piped versus on-site options will guide the choice of the solution. The piped solution must be designed to minimize the number of pumping stations.

Required flow calculations for both options will be coordinated with building services team relative to the use of low flow appurtenances to ensure sustainability.

The Feasibility Study shall incorporate previous design work that has been completed; the Feasibility and Pre-Design Consultant(s) will also incorporate it into the community plan.

3.2.3 Options Analysis

The following options will be analysed as part of the Feasibility Study:

1. Piped centralized distribution and collection systems. The study will include a comparative analysis of a low pressure collection system versus a gravity system with pumping stations. The proposed piped solution will incorporate the proposed revised community development plan with optimized lot size and configuration;
2. On-site tanks based on supply from the regional water system; and
3. The Feasibility Study shall include a section in which the Feasibility and Pre-Design Consultant(s) shall analyse and incorporate the previous design of wastewater work completed by the Northern Sunrise County, which will be provided at time of contract award.

The Feasibility and Pre-Design Consultant(s) are required to, but not limited to, carry out the following tasks when considering the different design options:

1. Identify the main technical features of each option including a brief, and present the advantages and disadvantages of each option;
2. Perform a gap analysis to ensure sufficient background information has been collected to properly assess the situation. Through the gap analysis, define the scope of work required to ensure buildings and future development are serviced by the drinking water and wastewater utilities;
3. Complete a thirty (30) year LCC analysis of each option. The analysis needs to be based on the proposed community layout, number of housing units and community buildings determined in the Feasibility Study. The design of buildings and lot size will need to take into account the type of water and wastewater systems selected and connection to the system. Unit costing for construction and for Operation and Maintenance (O&M) needs to be referenced. The frequency of O&M services need to be referenced and compared with the current practice at the community and tank sizing optimized accordingly. When comparing the piped versus on-site solution, only the capital costs of the distribution system versus tank costs and cost of transport of trucked water will be compared in the analysis as the supply and treatment costs will be assumed the same for both options. The comparison and analysis between piped and on-site individual options in the Feasibility Study will take into consideration fire protection services and the impacts on equipment and fire station design; and
4. Conduct a technical and financial option analysis and include the matrix used for the evaluation.

3.2.4 Feasibility and Pre-Design Study Report Deliverables

All information gathered during the Feasibility Study must be incorporated into technical reports. The report should be comprised of, but not limited to, items outlined in Section 3.1 and the following:

1. Revision of the plans of the site (location of facilities, site development, services, access, topography, location of existing trees, etc.);
2. Pre-design criteria and calculations including projected flows (water, wastewater, fire-fighting, infiltration provision for wastewater, etc.);
3. Revision of the process flow diagram/block diagrams for the recommended treatment and distribution options, a concise design brief and calculation demonstrating that compliance can be achieved under the selected design criteria;
4. Pre-design plant and reservoir layout plans;
5. Recommended foundations for the water reservoir, pumping station and typical tank and pipe installation details; and
6. Pre-design typical detail drawings and sketches (appurtenances, connections, heat tracing if applicable).

3.3 Feasibility Study on Education Facilities

3.3.1 Review of Existing Conditions

3.3.1.1 School

The Feasibility and Pre-Design Consultant(s) shall visit the Lubicon Lake Band to:

1. Evaluate the condition of the existing school infrastructure and equipment and evaluate the potential to integrate them or some of their parts into the project;
2. Perform a gap analysis between current needs and services and compare present and future needs. This will include a collection of available historical financial information such as amounts and description of operational expenses and maintenance expenses over the last ten (10) years, minor capital expenses (nature of renovations and costs), municipal type service agreements, if applicable, and an audit of historical problems with operation and maintenance, and;
3. Analyse and propose potential sites for construction of the new school keeping in mind the overall community development.

3.3.1.2 Teacherages

Feasibility and Pre-Design Consultant(s) shall:

1. Describe and assess existing assets, including but not limited to the following:
 - a. Number of units, type, age, building area and other main characteristics of the unit;
 - b. Total number of occupants, if applicable;
 - c. List of furnishings and evaluation of their condition; and
 - d. Overall condition of the assets including health and safety issues and life expectancy.
2. Discuss the operational, financial, and functionality of the existing teacherages;
3. Assessment of the suitability of the existing site to accommodate additional teacherages if/as required, and identification of potential extra locations for future expansion in the vicinity of the presented school site or proposed future school site; and
4. The analysis should identify and expand on constraints and opportunities that may affect future developments of facilities.

3.3.2 Summary of Scope

3.3.2.1 School

According to the CCDP report the community is presently home to a school for 210 students. Of the student population, 10% of the students are assumed special needs students requiring an additional space allowance. There is also an existing employment and adult education classroom located in a separate location within the Hamlet.

The projected school enrollment calculated during the Feasibility Study is to be validated with data from the *Lubicon Lake Demographics Study (2017)*, to be provided at time of contract award. The Feasibility

and Pre-Design Consultant(s) will be required to review the Demographic Study and evaluate the exact needs of students and special needs students in order to establish corresponding design criteria and define the needs within the Community.

The Feasibility and Pre-Design Consultant(s) shall:

1. Consider that the school will be used as the community's emergency evacuation centre;
2. Evaluate the opportunity of combining or locating nearby the planned Recreational Centre or the Aboriginal Head Start on-reserve facility;
3. Assess the indicative design and construction cost estimates, which shall include itemized costs for the following divisions:
 - a. School buildings – construction costs, non-construction costs;
 - b. Equipment fit-up costs; and
 - c. Off-site servicing to the property line.
4. Determine the annual operation energy costs, periodic major repair and replacement costs, and maintenance costs by:
 - a. Analyse the LCC analysis for each option; and
 - b. Determine the cash flow requirements for the implementation of the recommended option.

3.3.2.2 Teacherages

The Feasibility and Pre-Design Consultant(s) shall perform a needs assessment of existing versus required teacherages; there are currently no teacherages located within the community.

The plan must include the design and construction of teacherage facilities to accommodate up to 15 staff at any time. The teacherage facilities may be individual units or stacked apartment blocks, as deemed practical. Tasks include, but are not limited to, the following:

1. Analyse the existing DISC policies and standards related to accommodation/housing needs for teachers working on-reserve. Provide gap analysis of existing space and units provided versus required by the standard; and
2. Provide indicative cost estimate for renovation and new construction.

3.3.3 Options Analysis

3.3.3.1 School

The Feasibility Study shall identify and analyse the different options available to bridge the gap between the existing facility and what is required to meet the needs of the First Nation community and discuss the advantages and disadvantages of each option considering the technical challenges, the benefits, and the long term impact and formulate recommendations supported by adequate justification.

The options to analyse will include:

1. Two (2) possible site locations
2. Two (2) layout plans, these layout plans will integrate the possibility of integrating the Aboriginal HeadStart building or connections to the Recreational Center.

The Feasibility Study for the school will meet DISC *School Space and Accommodation Standards* (SSAS).

The Feasibility and Pre-Design Consultant(s) shall provide a 40-year LCC analysis for each option.

The Feasibility and Pre-Design Consultant(s) shall include, along with necessary narrative, sufficient drawings and sketches to fully illustrate all considered options including, but not limited to:

1. A classroom accommodation schedule;
2. Pertinence of a multi-floor building;

3. A functional layout of the proposed facility, with a description of the proposed building systems (e.g. envelope, roof, floors, walls, structure, mechanical system, sewage disposal system, etc.); and
4. Proposed construction delivery compatible with the approved Asset Packaging Strategy developed in Phase 1.

3.3.4 Teacherages

The Feasibility and Pre-Design Consultant(s) shall consider the multiple options regarding the construction of new teacherages.

The Feasibility Study will evaluate possible options for the teacherages (multiple or single units) and reuse of equipment and furnishings. The recommended option for the location of future teacherages will also be addressed.

The Feasibility Study will meet DISC LoSS and Alberta region Teacherage Policy.

3.3.4.1 Aboriginal Head Start On-Reserve (AHSOR) Facility

An AHSOR facility for the Lubicon lake Band is planned to be included in the development project scope.

This facility shall provide service to the community as per the AHSOR program outlined by the First Nation and Inuit Health Branch (FNIHB) and shall be integrated with a daycare component for children under 4 years old. Currently, the community lacks any infrastructure focused exclusively on infants and youths.

The Feasibility and Pre-Design Consultant(s) shall work with FNIHB to develop the AHSOR facility, which must be compliant with FNIHB guidelines. They must also investigate the possibility of combining this facility with the school, Health Centre, or as a stand-alone building. The consultants will also be responsible for conducting an options analysis for the location of the Community Health Center.

3.3.5 Feasibility Study Report Deliverables

All information gathered during the Feasibility Study must be incorporated into a technical report. The report should be comprised of, but not limited to, the items listed in Section 3.1 and the following:

1. A pre-design site plan for each option;
2. Pre-design building layout plans for each option;
3. A list of pre-design criteria;
4. A pre-design site layout (location of facilities, site development, services, access, topography, location of existing trees, etc.) for the recommended option;
5. A plan of sections or details to illustrate building envelop, floor and wall composition for the recommended option;
6. Class C cost estimate, which will include: demolition and/or relocation costs of the students (if applicable); and
7. Recommended building foundations for recommended option.

3.4 Feasibility Study on Heating Source and Energy Systems

Lubicon has identified sustainable development as a key design criterion. The objective of this portion of the project is to determine the sustainable design parameters and selected heating mode that will be used in the Detailed Engineering and Design (Phase 2). This includes both developing recommendations for the level of energy efficiency for the community, with respect to a reference case (e.g. National Energy Code of Canada for Buildings), as well as identifying an appropriate energy supply mix of primary and secondary heating mode for the community given the identified level of energy efficiency and needs.

Currently, community buildings use a variety of heating fuels, including propane, wood, fuel oil, and electricity. Since 2016, an 80-panel, 20.8 kW solar electricity system was installed next to the Health Center (*Pitipan* Project). The system provides electricity to the Health Centre. This installation must be assessed and options for reuse and or expansion must be addressed. However, currently, funding specific for the expansion of the facility is not planned in the Capital Agreement. This community development project presents an opportunity to evaluate the optimal energy mix for the community on a life-cycle basis.

As the community does not currently have a natural gas pipeline, this study shall also determine the feasibility of bringing natural gas to the community given the expected load profile of the community.

The Feasibility and Pre-Design Consultant(s) are expected to forecast the electricity and heating demand of the buildings within the community in accordance to the projected on-reserve population for year 2026, as specified by Scenario #6 of the Demographics Study.

3.4.1 Review of Existing Conditions

The Feasibility and Pre-Design Consultant(s) shall visit the Lubicon Lake Band, assess the existing solar initiative and contact local electrical utilities, gas utilities, and providers to collect any applicable or relevant information regarding the existing infrastructure and details for future planning. The information sought shall include, but not be limited to:

1. Main features of the facilities (capacity, conditions, level of service, heating source);
2. Review band demographics along with details of how they are being serviced by the heating facilities and details of the adequacy of energy provision for heating requirements of community and housing infrastructure; and
3. Historical financial information from recent years such as, amounts and description of operational expenses, maintenance expenses, minor capital (nature of renovations and expenses), and municipal type service agreements, if applicable, etc.; and
4. Identify cultural preferences.

3.4.2 Summary of Scope

The Feasibility and Pre-Design Consultant(s) will conduct a Feasibility Study for the Lubicon Lake community which must incorporate analysis of the estimated heating and electrical loads of housing, community buildings and infrastructure and energy supply options. The recommended option(s) and recommended alternative fuel source for all proposed buildings shall be provided, along with cost estimates for each. The Feasibility Study is to identify the most technical, economical, and environmental option available to achieve the project's objectives, while ensuring the community's sustainability goals are met and taking into consideration the initiatives of the Pan-Canadian Framework, particularly Section 3.1.

The Feasibility and Pre-Design Consultant(s) should consider several possible heating source options based on location, reliability, cost, and environmental implications, as well as appropriate delivery method (e.g. centralized heating source for core community buildings, individual heating source for housing). The estimated total heating requirements, based on projected growth, will need to be evaluated and compared with the availability, capacity and sustainability of possible heating sources in the area.

The analysed options must incorporate renewable energies including, but not limited to, solar photovoltaics and ground-source heat pumps.

The Feasibility Study shall be tailored to the specific circumstances of this project and ultimately bridge the gap between the existing facilities and what is required to meet the needs of the Lubicon Lake Band. It is intended to define the heating and energy parameters which will be used in the design of buildings and of the electrical distribution system.

3.4.3 **Options Analysis**

The options that are to be analysed are listed below. The Feasibility and Pre-Design Consultant(s) is also to provide suggested options to be analysed where they see fit. The heating source options must be analysed in tandem with the possible delivery method options. The consultant shall also identify what they believe is the “base case” (typically the option with the lowest initial capital cost).

1. Heating source options:
 - a. Natural gas
 - b. Biomass
 - c. Electricity – resistance
 - d. Electricity – ground-source heat pump
2. Delivery method options:
 - a. Community heat (central heating)
 - b. Individual homes
 - c. Combination thereof

The consultant is also free to suggest innovative heating/electricity supply approaches that are not explicitly identified above.

The Feasibility and Pre-Design Consultant(s) is required to, but not limited to, carry out the following tasks when considering the different options:

1. Expected heating/electricity load profile under a variety of building efficiency levels;
2. Identification of the main technical features of each option, including a brief narrative of supporting infrastructure and present the advantages and disadvantages of each option. Greenhouse emissions, including carbon costs, shall be included in the analysis;
3. Complete a 40-year life cycle cost (LCC) analysis of each option. Costing is to include the capital costs (connections and modifications to existing infrastructure) and operating costs (monthly based on energy consumption); and
4. A technical and financial option analysis and include the matrix used for the evaluation.

3.4.4 **Feasibility Study Report Deliverables**

All information gathered during the Feasibility Study must be incorporated into a technical report. The report should be comprised of, but not limited to, the following:

1. A heating load evaluation which includes provisions for population growth;
2. A recommended level of efficiency for community buildings as compared to a reference point (e.g. National Energy Code of Canada for Buildings);
3. A comprehensive heating and electricity plan for the Lubicon Lake Band presenting the primary and secondary energy sources based on the recommended efficiency level;
4. An estimate of the costs associated with each incremental increase in building efficiency;
5. A pre-design drawing of the required distribution network (if applicable); and
6. All documentation required for submittal to the relevant utility based on the recommended heating source.

3.5 Feasibility Study on Community Housing and Elder Residences

3.5.1 Review of Existing Conditions

The Feasibility and Pre-Design Consultant(s) shall visit the First Nation community and review the existing housing conditions and potential residential development sites. Following the addition of 25 new trailers in 2014, the community currently has 42 trailers, 31 houses, and 22 private houses/trailers. There is currently no elders' residence. Information sought includes, but is not limited to:

1. The study should focus only on urban residential housing and excludes housing and services in the rural area;
2. Location and feasibility of building houses and elder residences in the area, where currently no elder residences exist;
3. Inventory and assessment of existing housing stock and appliances including, but not limited to, the following:
 - a. Age, building area and other main characteristics of the home, such as heating, to confirm inventory;
 - b. Total number of occupants and classification as family, multiple-family and non-family households; and
 - c. Assess status of appliances.
4. Confirmation, through survey and analysis of demography, needs for elders housing;
5. Optimal lot size and configuration for the residential portion of the development; and
6. A list of previous common building failures to define causes and rectify in design.

The Feasibility and Pre-Design Consultant(s) shall review all available soil and topographical information to determine the extent and cost of additional fieldwork required, if any, to carry out the study.

3.5.2 Summary of Scope

Certain existing housing is planned to be demolished and replaced. The housing project requirements consist of the following:

1. Construction of elders' residences with the necessary allowance for accessibility and needs typical of a northern community for elderly residents;
2. The design must meet DISC LoSS for lot sizes;
3. Providing approximately 144 additional new housing units to service the community;
4. The required mix of units (single, duplex, triplex with varying number of bedrooms) will need to be defined according to the number of occupants per units;
5. Achieving an average density level of four point five (4.5) people per residential housing dwelling within five (5) years of project initiation;
6. All new housing units must implement energy savings and efficient design as to reduce operation and maintenance costs. The impact of these efficiencies must be quantifiable in terms of life cycle analyses and other costing means;
7. All service connections will be coordinated with the results of other studies performed by the Pre-Design/Feasibility Consultant(s); and
8. To take into account the initiatives of the Pan-Canadian Framework. Particularly, the need to support building codes and energy efficient housing in Indigenous communities as outlined in Section 3.2.

3.5.3 Options Analysis

The Feasibility Study shall identify and analyse the different options available to bridge the gap between the existing housing and what is required to meet the needs of the First Nation community, as identified in the previous sections. The analysis of options presented will include:

3.5.3.1 Site Analysis

Assess the suitability of the existing sites to accommodate replacement housing and assess the area proposed for new residential development to accommodate the new housing. The analysis will consider:

1. Optimal lot size and distribution for serviced housing units established in parallel with the option analysis to be performed in the Feasibility Study for Water and Wastewater services. That analysis will consider reuse of existing infrastructure which services current housing;
2. Availability and cost of servicing for the options analysed. Servicing will include road access, lighting, water and wastewater, electricity, energy source, and telecommunication;
3. Ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site; and
4. Impacts on current residents of building construction phasing on the currently built-up lots versus the vacant lots.

3.5.3.2 *Housing Type Analysis*

1. After analysis of the household types for whom housing will be provided, the Pre-Design/Feasibility Consultant will analyse the following options:
 - a. Single housing units, with 2, 3, or 4 bedrooms per unit
 - b. Duplex housing units, with 2, 3 or 4 bedrooms per unit
 - c. Triplex housing units, with 1, 2 or 3 bedrooms per unit
2. Determine the optimal number of housing units to be allocated in the form of community housing or in the form of elders' residences;
3. Assess the indicative design and construction cost estimates for the presented options, which shall include itemized costs for the following divisions:
 - a. Housing buildings;
 - b. Cost of appliances;
 - c. Servicing costs from the property line; and
 - d. Landscaping
4. Conduct a 30-year LCC analysis for each option

3.5.4 **Feasibility Study Report Deliverables**

The Feasibility and Pre-Design Consultant(s) shall include, along with necessary narrative, sufficient drawings and sketches to fully illustrate all considered options. These are comprised of, but are not limited to, the following:

1. Pre-design plans of the site options including location of facilities and site development;
2. The community based housing plan identifying the household types and associated needs on which the options are based;
3. A functional floor layout of the proposed housing units;
4. A description of the proposed building specification by system (e.g. envelope, roof, floors, walls, structure, mechanical system, sewage disposal system, etc.) adapted to the approved Asset Packaging Strategy developed in Phase 1;
5. Building code analysis for the proposed options;
6. Recommended foundations (narrow foundations, screwed piles, or others); and
7. Analysis of the results of the Feasibility Study, discussion of the advantages and disadvantages of each option (considering the financial analysis, the benefits, and the long term impact), and formulate recommendations supported by adequate justification. If existing housing locations are being considered for new housing, the Feasibility and Pre-Design Consultant(s) shall develop an implementation strategy (i.e. swing space) and discuss its impact on housing construction.

The Feasibility and Pre-Design Consultant(s) will also prepare a revised community development plan corresponding for the recommended lots and housing units. This plan will include all other assets included in the Feasibility and Pre-Design studies and will serve as an input for the preparation of the extra works construction package (for early works) to be prepared by the Feasibility and Pre-Design Consultant(s).

3.6 Feasibility Study on Community Infrastructure and Buildings

3.6.1 Review of Existing Conditions

The Feasibility and Pre-Design Consultant(s) shall visit the community and collect any relevant information regarding the existing community buildings and supporting infrastructure (e.g. yards, equipment) and collect input from the Community required to define needs and priorities. The existing school is located in Little Buffalo and is home to most of the recreational programs in the community. The school facilities include the following: gymnasium, skating rink, baseball diamond, and a playground. There is a second skating rink located in the northern area of the Lubicon Lake Band as well as a private youth hall and club in the hamlet of Little Buffalo. There is currently no Administrative Building or Public Works Building in the community; however, in the spring of 2015, a 12.2m x 18.3m shed-style building was erected as a public works shop that is used on an interim basis. The information sought shall include, but not be limited to, the following:

1. Main features of the facilities (e.g. capacity, conditions, level of service);
2. A comprehensive list of community buildings and infrastructure including, but not limited to, the following:
 - a. Community Centre & recreational facilities
 - b. Administrative/band offices
 - c. Public works building/yard/equipment
 - d. Emergency infrastructure/firefighting capabilities
3. Proposed benchmarks relative to the size and functions based on comparable community buildings in Alberta Communities of similar size;
4. Review of band demographics along with details of how it is being serviced by the existing community infrastructure and identify the need for new community buildings;
5. Identification of operational inputs such as staffing, maintenance program to define functions and optimal location; and
6. Historical financial information from recent years such as, amounts and description of operational and maintenance expenses, minor capital expenses (nature of renovations and costs), and municipal type service agreements, if applicable, etc.

The Feasibility and Pre-Design Consultant(s) shall extend its visit to include any other facilities, areas or utilities to gather additional field information that may prove beneficial to conduct the Feasibility Study. Information sought shall include, but not be limited to, the following:

1. Potential sites for construction of the new infrastructure including:
 - a. Existing site features (e.g. soil conditions, space constraints, additional assets on the site);
 - b. Road access to the community, electrical facilities and possible natural gas pipelines; and
 - c. Land availability for potential connection/expansion or new construction.
2. Identification of any infrastructure gaps and ensure cohesive implementation with other assets; and
3. Identification of communities with nearby utilities/possible co-development of services.

3.6.2 Description of Community Infrastructure and Summary of Scope

The following community infrastructure/buildings are planned as part of the Lubicon Lake Band Community Infrastructure Project:

3.6.2.1 Community/Recreation Centre/Library

This multi-purpose facility is intended for community gatherings, meetings and recreational activities. Its purpose is to become the central core for the community, where programs for youth and elders as well as sports programs can be implemented. The Feasibility and Pre-Design Consultant(s) must consider the following design criteria:

1. The Centre must include the implementation of an indoor ice rink (with a possible link to the school);
2. The Centre must include a production kitchen for school and community use;

3. The Centre design should consider optimizing various services through optimal location, connection with other facilities and extended operating hours such as:
 - a. A cafeteria will be built in the new school with the potential of it to also function as a community production kitchen for the Community/Recreation Centre/Library;
 - b. The sharing of gym facilities between school and recreational center functions; and
 - c. The possibility of having other areas as community gathering areas, such as spaces in the administrative building.
4. Other facilities that may be incorporated into the centre based on the needs and funding possibilities agreed to with the PIC;
5. The Centre must include a complex equipped with spaces for community service and programs, a community library, recreational areas, and amenities. A wide range of programs and services may be offered at this facility, if not supplied at one of the other community buildings, including education programs, cultural and leisure programs, youth development programs, child care and development services, family counseling services as well as nutrition and traditional healing activities; and
6. Consideration of how the Community/Recreation Centre and its services may be integrated with the school (such as through a physical connection).

3.6.2.2 Administrative Building

The Feasibility and Pre-Design Consultant(s) must consider the following:

1. The administration building will have an estimated area of estimated 650 m²;
2. The administration building is expected to be a hub with respect to any working of the community. It is to include a reception area, office spaces, meeting rooms (one large and multiple smaller), and standard amenities;
3. Include appropriate space for the Chief and Council activities in accordance to any needs of the Band Leadership; and
4. The design may be integrated into the overall design of the Community/Recreation Centre.

3.6.2.3 Public Works Yard / Equipment

Currently the municipality of Little Buffalo does not have a public works department and lacks proper space for storage and maintenance of equipment. The Feasibility and Pre-Design Consultant(s) must consider the following:

1. The infrastructure will include a community public works building, public works lot and required equipment.
2. The lot must be fenced;
3. Storage and maintenance space as well as tools and work space for training and maintenance work;
4. Storage space for salt, sand, gravel, etc.;
5. The project will include the purchase of the community vehicles, which include: 1 grader, 1 bulldozer, 1 backhoe, 2 tractors, bobcat/mulcher, 1 float, 3 pickup trucks, and 1 dump truck;
6. Space for the water and sewage trucks (for the onsite water/wastewater option) as deemed necessary by the water treatment and wastewater treatment facilities; and
7. Space for a minimum of two emergency vehicles, an ambulance and a fire truck, in addition to maintenance equipment.

3.6.2.4 Fire Station and Equipment

Currently the community lacks a fire fighting facility, volunteer services or formal municipal service agreement with neighbouring communities. The Feasibility and Pre-Design Consultant(s) must consider the following:

1. The fire protection needs of the community;
2. The Fire Protection LoSS tiered approach, which includes: fire prevention and education programs (Tier 1), capacity development, training and effective operation of fire protection

equipment (Tier 2), and construction of a fire station (Tier 3). These activities will be completed concurrently;

3. The fire station is to include two bays and be fully equipped and fitted up to manage one fire truck. The maximum fire hall space for one truck will be 125 m² and 25 m² for additional trucks. Additional bays may be considered based on fire protection needs;
4. The Study and cost estimate must include the design, construction and long term operation of a fire fighting facility;
5. The analysis of the piped and non-piped water distribution system Feasibility Study will include the corresponding fire-fighting system, equipment and infrastructure required to maintain this equipment. The design of the fire-hall and equipment selection will be based on these.

3.6.3 Options Analysis

The Feasibility Study shall be tailored to the specific circumstances of this project and ultimately bridge the gap between the existing facilities and what is required to meet the needs of the Lubicon Lake Band. When considering the different design options, the study shall consider, but not be limited to the sections listed below. Each option will include a 30-year LCC analysis, and analysis.

3.6.3.1 Community/Recreation Centre/Library

The Feasibility Study will analyse the following options:

1. As a stand-alone building on a specific lot; or
2. A building connected to, or on the same lot as, the School

Present two (2) floor layout options for a total of four (4) options.

3.6.3.2 Administrative offices

The Feasibility study will analyse the following options:

1. Two (2) options that investigate different locations within the community; and
2. Two floor layout options taking into consideration that the administrative office may serve as the hub for telecommunication and that the community hall may be integrated in the administrative building.

In total four (4) options are to be presented.

3.6.3.3 Public works yard/equipment

The Feasibility Study will analyse the following options:

1. Two (2) options that investigate different locations within the community; and
2. A layout plan which consider the number of bays required for the purpose of the public works equipment and an integrated building which would also include other equipment (water and wastewater delivery if applicable, firefighting).

In total four (4) options are to be presented.

3.6.3.4 Fire Station/Firefighting equipment

The Feasibility study will analyse the following options:

1. Equipment and hall required if the piped water distribution network allows for fire flow;
2. Equipment and fire hall required if water is supplied by on-site tanks; and
3. Feasibility of combining the fire-hall with another building to optimise delivery.

In total two (2) options are to be presented.

3.6.3.5 Community Health Center

A new Health Centre was constructed in 2014 and is located in the vicinity of the band offices and school. The Feasibility and Pre-Design Consultant(s) are to visit the Health Centre and identify any gaps in needs and recommend whether any modifications and/or upgrades are required. The consultants will also be responsible for conducting an options analysis for the Community Health Center.

The Feasibility and Pre-Design Consultant(s) shall work with FNIHB to integrate the Health Centre into the community development plan and ensure compliance with Health Canada guidelines.

3.6.4 ***Feasibility Study Report Deliverables***

The Feasibility and Pre-Design Consultant(s) shall include, along with necessary narrative, sufficient drawings and sketches to fully illustrate all considered options. These comprise, but are not limited to, the items listed in Section 3.1 and the following:

1. Pre-design plans of the site options including location of facilities, site development, services, access, topography, location of existing trees, etc.;
2. A description of the proposed building specification by system (e.g. envelope, roof, floors, walls, structure, mechanical system, sewage disposal system, etc.) adapted to the approved asset packaging strategy developed in Phase 1;
3. Equipment lists for each building;
4. Floor layout plan for each building for recommended option; and
5. Recommended foundations for each building.

3.7 Other Planned Community Assets

There are a number of other assets that will be constructed in the Lubicon Lake Band community that will not be subject to a Feasibility Study and analysis of options. The Feasibility and Pre-Design Consultant(s) must however complete a pre-design of these facilities and produce a Class C cost estimate. The Feasibility and Pre-Design Consultant(s) must include the pre-design of these assets in separate documents or incorporate them into a section of the Feasibility Study where he sees fit (for example roads and drainage could be included in the Water and Wastewater Feasibility study). These assets are described briefly below.

The pre-design of these assets must be integrated in the community development site plan by the Feasibility and Pre-Design Consultant(s). The development site plan will be a standalone deliverable.

3.7.1 Roads and Drainage

Upgrade, replacement and extension of the road infrastructure through and around Little Buffalo will be conducted. The Feasibility and Pre-Design Consultant(s) are to perform an assessment of the existing road and drainage network affected by the project and evaluate the need for repairs and replacement and assess the opportunity of reuse and subdividing existing lots to approach DISC lot size requirements for serviced lots and optimize existing Infrastructure.

It is currently estimated in the Capital Agreement that an existing 12.0 km of community roads are in need of repair and there is a need for additional 7.0 km of new all-weather gravel roads for expansion of the community (accommodating access to new residential housing). New all-weather gravel driveways will be built in to the new residual housing lots and repairs will be made to existing driveways based on the same standard. Ditching and drainage for existing and future road infrastructure will also be required. The road design will meet the corresponding DISC LoSS criteria for roads: <https://www.sac-isc.gc.ca/eng/1409148994545/1533650060879>. The pre-design will consider existing geotechnical data and include walkways and accessibility to the community buildings. Further geotechnical investigation if needed will be described in this section.

The deliverable will include a storm water management plan, a road plan and typical drawings showing the recommended road composition, geometry and typical drainage details.

3.7.2 Electrical Network

In the community, there is no three (3) phase power. Single phase power lines currently run through the community. If the current road footprint is conserved, it may be feasible to reuse portions of the existing system. There is also an 80-panel, 20.8 kilowatt solar electricity system which is currently next to the health center. The solar system supplies power to the health centre.

Currently, the community is supplied by ATCO with 3-phase power, provided to the community buildings (school), and single-phase power to the homes. The pre-design will optimize reuse of the existing infrastructure.

The Feasibility and Pre-Design Consultant(s) are to contact the local power distributor (ATCO) to confirm the availability of power for the additional infrastructure to be built within the community. All technical information and support must be supplied for preparation for a connection RFQ and eventually the RFP.

In addition, the Lubicon Lake Band has expressed interest in implementing renewable energy sources, in particular solar photovoltaics. This initiative aligns with the next steps specified in Section 5.3 of the Pan-Canadian Framework, which is to support Indigenous Peoples to adopt and adapt clean technologies. As specified in the Capital Agreement, the Feasibility and Pre-Design Consultant(s) are to investigate the possibility of incorporating renewable energy technology to generate electricity and/or hot water as part of the heating source and energy systems Feasibility Study. As well as, how the existing solar energy system that is in place in the community can be integrated into the electrical network.

3.7.3 Core Community Connectivity and Telecommunication

Currently, the community does not have street lighting.

Exterior lighting will be included in the design criteria for the school, the administration building, fire station, public works building, community health centre, Aboriginal Head Start (pre-school) building, community multiplex building, and the water and wastewater treatment sites.

Overhead street lighting will be provided on all roads that serve buildings in the core area of the community.

The pre-design will include:

1. A plan showing exterior lighting;
2. Corresponding power loads;
3. A pre-design criteria indicating lighting level; and
4. Proposed street lighting (must be energy efficient).

The Feasibility Pre-Design Consultant(s) is to investigate the impacts of the pre-design on the electric distribution network, the feasibility of the building designs and the costing of various assets.

3.7.4 Connectivity (Telecommunication)

Currently, the existing school has wireless internet access and the school facility is equipped with a fibre optic network. Telephone service for the community is currently provided through cellular signal.

Telephone lines and fibre optic lines will be run to a central communications node on the Community Lands. Fiber optic lines are to be provided to community buildings, housing and major infrastructure.

The Feasibility and Pre-Design Consultant(s) are to contact the local service provider to confirm, coordinate the possibility of extending fibre optics to the additional infrastructure to be built within the community, and subsequently propose a pre-design and costing. All technical information and support is required for preparation of a connection RFQ and eventually RFP.

3.7.5 Lighting

Currently, the community does not have street lighting.

Exterior lighting will be included in the design criteria for the school, the administration building, fire station, public works building, community health centre, Aboriginal Head Start (pre-school) building, community multiplex building, and the water and wastewater treatment sites.

Overhead street lighting will be provided on all roads that serve buildings in the core area of the community.

The pre-design will include:

1. A plan showing exterior lighting;
2. Corresponding power loads;
3. A pre-design criteria indicating lighting level; and
4. Proposed street lighting (must be energy efficient).

The Feasibility Pre-Design Consultant(s) is to investigate the impacts of the pre-design on the electric distribution network, feasibility building designs and costing of various assets.

End of Attachment 1 to Annex 2

ATTACHMENT 2 TO ANNEX 2

ENVIRONMENTAL SERVICES STATEMENT OF WORK

1.0 BACKGROUND

1.1 Introduction

The purpose of this document is to outline the requirements of a Detailed Environmental Review for the Lubicon Lake Band Community Infrastructure Project (Project). Environmental considerations, requirements and mitigation measures identified in this process shall be incorporated into the final designs as well as the construction and implementation phases.

1.2 General Information

1.2.1 Community Background

Lubicon is a Cree First Nation community located in the Hamlet of Little Buffalo in Northern Alberta. Lubicon are one of the isolated communities in Northern Alberta who were overlooked by the Treaty Commissioners in 1899 when Treaty 8 was signed. All of the other isolated communities' claims have since been settled, such as: Woodland Cree First Nation in 1991, Loon River First Nation in 1999 and Bigstone Cree Nation in 2010. Lubicon's claim is the last of these isolated communities. Canada, the Government of Alberta, and Lubicon have recently signed a Settlement Agreement in 2018, which includes reserve lands, compensation, and the development of infrastructure to build a new community.

The historical record shows that Lubicon requested a reserve in the 1930s. In 1940, Canada and Alberta agreed on reserve lands based on the terms of Treaty 8. However, Lubicon never received the lands nor the other benefits set out in Treaty 8. The lack of resolution of this claim has contributed to the impoverished state of Lubicon. Lubicon is the only First Nation community among 45 First Nations in Alberta without a source of potable water or indoor plumbing.

A comprehensive housing assessment done in 2011 revealed that almost all homes in Little Buffalo, which is the surrounding Hamlet, which Lubicon's proposed reserve lands encompass, posed health and safety risks to occupants and were largely irreparable. Homes depend on the use of trucked and bottled water, and outhouses. Furthermore, a detailed Asset Condition Evaluation of the Little Buffalo School in March 2012 concluded that the school is beyond its life expectancy, and suggested all major components within the school require upgrades to meet current demand and to ensure compliance with respective building codes and standards.

Lubicon and DISC undertook the preparation of a Comprehensive Community Development Plan (CCDP) to develop a tool for the community to support the negotiations involving Lubicon, Canada, and Alberta. The CCDP was prepared by Neegan Burnside Ltd. (Neegan Burnside) over a 20-year development horizon. The final version of the document, issued in April 2016, will be provided to the successful Proponent following Funding Agreement award. Since then, all Capital Assets have been confirmed and clarified in the Capital Agreement agreed upon between Lubicon and Canada. It should be noted that the content of the Capital Agreement has precedence.

1.2.2 Project Site

The Settlement Agreement between Canada and Lubicon includes the creation of reserve lands. While the Project site is within the boundaries of the proposed reserve lands, these cover an area of approximately 246 square kilometres. Hence, while the exact reserve boundaries have not been finalized, the plan is to develop a community on the lands that includes the Hamlet of Little Buffalo and extending southeast toward Lubicon Lake. It is classified as Zone 2, as per DISC's remoteness classification system, and is located within the Northern Sunrise County of northern Alberta. The Hamlet of Little Buffalo is situated in close proximity to two major highways, Highway 986 and approximately 47 km west of Highway 88. Relative to other communities, the Hamlet of Little Buffalo is approximately 100 km northeast of the Town of Peace River and 465 km northwest of Edmonton, the closest major city.

It will be the responsibility of the successful Proponent to take into account the impacts of the location and of existing infrastructure on mobilization, supply of materials, necessary ancillary access roads, logistics,

planning, and overall construction activities. Location is also an input to consider when developing an asset packaging strategy.

1.2.3 **Capital Assets**

A comprehensive list of the Capital Assets has been developed based on identified needs of Lubicon and negotiations between Canada and Lubicon leadership. The Capital Assets that are to be provided consists of the following:

1. Residential housing;
2. Community water and wastewater services;
3. Solid waste management services;
4. Three phase power to community buildings and single phase power for all residential housing;
5. Heating units, and heating source, for all residential housing and buildings;
6. Lighting for all residential housing and community buildings and street lighting in the core area of the community;
7. Ability to connect telephone lines and fiber optic lines to all buildings;
8. All-weather gravel roads and driveways;
9. Public works building, public works lot and mobile maintenance equipment;
10. Fire station and fire truck;
11. Administration building;
12. Community multi-purpose building;
13. School and teacherages;
14. Community health centre; and
15. Aboriginal Head Start building.

A current description of these Capital Assets and their status is presented in *Attachment 1 to Annex 2 – Feasibility and Pre-Design Studies Statement of Work* and *Annex 10 – Capital Agreement*. Unless specifically defined in the Capital Agreement, the level of definition of these Capital Assets has not reached the feasibility stage, which is a necessary milestone to receive full Project Approval.

1.3 **Project Objectives**

The Project's general objectives consist of providing comprehensive municipal and community infrastructure as to satisfy the following mandates:

1. To implement the community infrastructure as per *Annex 10 – Capital Agreement*, a 15-item Capital Assets list and *Annex 8 – Administrative Agreement*;
2. To deliver these Capital Assets in partnership with Lubicon and the Kee Tas Kee Now Tribal Council (KTC); and
3. To construct infrastructure that is consistent with the most recent versions of the *Capital and Facilities and Maintenance Program* (CFMP) terms and conditions, the *Protocol for INAC-Funded Infrastructure* (PIFI), and other Government of Canada protocols and standards.

The Environmental Consultant must ensure that all of the associated tasks and deliverables, included within this Statement of Work meet and satisfy the general objectives stated above.

Section 67 of the *Canadian Environmental Assessment Act, 2012* (CEAA 2012) requires that DISC determine whether a project is likely to cause significant adverse environmental effects before making any decision that would allow a project to proceed (e.g. permit, funding, etc.). To address this requirement, DISC developed the Environmental Review Process (ERP), which includes a suite of procedural tools and policies.

2.0 **ROLE OF THE ENVIRONMENTAL CONSULTANT**

The Environmental Consultant (Consultant) awarded the contract is to complete the DISC ERP. The ERP determines whether or not the overall Project or specific project components are likely to cause significant adverse environmental effects, identify appropriate mitigation measures where needed and will demonstrate how community concerns and recommendations were taken into account. It should be noted that it has been pre-determined that a Detailed Environmental Review will be required.

The proposed lead environmental consultant as listed under [MT 2\(e\)](#) should have experience and capabilities in:

1. Environmental assessment of infrastructures projects;
2. Environmental assessment under the Canadian Environmental Assessment Act; and
3. Work experience with aboriginal communities and consultation specialist.

2.1 Technical Work

As a core member of the Project Management (PM) team, the Consultant will be responsible for providing the people and resources to fulfill the terms of this Statement of Work (SoW), including the qualified personnel, office space, reference documents, laboratory and data-processing supplies, and machinery and equipment to:

1. Conduct surveys (e.g. wildlife, vegetation, migratory birds etc.) where site conditions warrant;
2. Conduct the field work;
3. Conduct interviews;
4. Analyze data;
5. Interpret the data and produce the required deliverables as specified in this SoW; and
6. Engage with other government departments or agencies (federal or provincial), as required.

In contrast, the Project Implementation Committee (PIC) will be responsible for:

1. Oversight of the Project, provide directions and make any required decisions;
2. Providing the Consultant with contacts for Lubicon; and
3. Making every attempt throughout the duration of the Project to provide additional information requested by the Consultant, if deemed relevant to the Project, and respond to any inquiries.

2.2 Other Work

2.2.1 Communications

1. Refer any queries about the Project from the public, news media or others to the PIC and DISC's Departmental Officials in HQ and in the Region. DISC's Alberta regional offices' Environmental Officers will be consulted accordingly;
2. The PIC shall be notified immediately of conditions that pose an imminent threat to human health and the environment; and
3. All formal communication (e.g. letters of direction, approvals, etc.) will be between the PIC and the Consultant.

2.2.2 Liabilities

1. The Consultant shall assume responsibility for any accident or damage caused by its employees or equipment during the course of this Project; and
2. The Consultant shall assume responsibility for the security of its equipment and materials during and after working hours, DISC and Lubicon will *not* be liable for any vandalism, theft, or loss.

2.2.3 Notifications/Permits

1. The Consultant shall be responsible for obtaining the necessary documents from the pertinent organizations in order to carry out the work required to fulfil the terms of this SoW. The costs incurred shall be borne by the Consultant; and
2. It should be noted that during the course of this Project, the lands to be considered in the ERP are either provincial crown lands or privately owned lands by businesses or individuals. Obtaining the appropriate permits and access permission will be the responsibility of the Consultant.

2.2.4 Quality Assurance and Quality Control

The Consultant is expected to identify and adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the Project. QA/QC measures shall be explicitly identified in the Consultant's work plans and project reports.

2.2.5 Health and Safety Program

A detailed health and safety plan (HASP) shall be maintained when in the field at all times. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and site visitors.

2.3 Deliverables

The main deliverables are the following:

1. Monthly Progress Reports;
2. Draft and final meeting minutes;
3. Completed Project Description Form; and
4. Draft and Final Detailed Environmental Review Report.
5. Environmental Monitoring plan to incorporate in the project execution strategy
6. Sections pertaining to environmental protection to include in the general specifications to include in packages.

2.3.1 Project Deliverables Format

DISC will accept all deliverables, including the draft and final report, and any subsequent modifications by e-mail or other electronic form (e.g. share fire, USB, etc). Electronic versions of the reports are requested Adobe PDF or another format agreed upon by DISC and the Consultant.

2.3.2 Intellectual Property Rights

DISC and the First Nation shall retain intellectual property over the report delivered and any other documents produced as part of this call-up to support the development of the report. However, the PM and the Consultant(s) may list their work as part of their resume.

2.3.3 Language Requirements

The PM and the Consultant(s) must provide all deliverables and their supporting documents in English.

2.4 Reporting and Schedule

1. The Consultant shall provide monthly written progress reports to the PIC via email. The progress reports shall include a synopsis of work completed during the latest report period and the projected work plan for the following period. The Consultant shall be prepared to meet and to discuss any matter concerning the progress and findings of the environmental review; and
2. The Consultant will assume there will be five (5) meetings at locations specified by the PIC (e.g. Edmonton, Lubicon Lake Band, etc.). These meetings will include: an initial start-up meeting, 30% completion, 60% completion, 90 % completion and final wrap-up meeting. Personnel in attendance shall include the Consultant's lead and representative(s) familiar with all technical aspects of the Project. The Consultant shall prepare minutes of the meetings and send the draft minutes to the PIC for review and approval prior to their dissemination for action. At the discretion of the PIC, the Consultant may be required to maintain an action item list.

2.5 Location of Work and Travel Requirements

The work will take place mainly at the Consultant's office location and the Lubicon Lake Band. Meetings may take place at DISC's Alberta regional office in Edmonton.

2.6 Eligibility to Quote Detailed Engineering and Design (Project Phase 2)

The Feasibility and Pre-Design Consultant(s) will not be eligible to bid on the Detailed Design which is to be performed during Phase 2 of the Project.

3.0 CONSULTANT SERVICES

3.1 Preparatory Review

The Consultant shall review the proposed infrastructure and existing environmental documentation, reports, and assessments provided by DISC to facilitate the ERP Work after the signing of the Funding Agreement. These documents are outlined in Annex 6.

3.2 Work Methodology Development

The Consultant shall develop and propose a work methodology to the PIC on how DISC's ERP will be applied to the Project. The PIC must approve the proposed work methodology for approval by the PIC before advancing. The work methodology shall include, but is not limited to, the following:

1. A consultation plan which includes initial and closing meetings with the PIC as well as open community consultation meetings. The community consultations shall be organized jointly with the Lubicon's council;
2. How the community's concerns, recommendations and traditional knowledge are to be taken into account;
3. A strategy to obtain or validate required biophysical data, including migratory birds and species at risk; and
4. A schedule of activities and deliverables.

3.3 Environmental Review Process

The Consultant shall complete the DISC ERP. The process and procedures for the ERP can be found on DISC's website (www.aadnc-aandc.gc.ca/eng/1345141628060/1345141658639) and requires for the Consultant to complete the following tasks:

1. Based on the review of existing documentation, the Consultant should provide the list of information required to support the Project description and complete the ERP Project Description Form, which can be found at (http://services.aadnc-aandc.gc.ca/iems_online/disclosure.aspx). Please note that DISC is not using the electronic Project Description Form submission method at this time;
2. Complete a Detailed Environmental Review for the proposed development area in and around the Hamlet of Little Buffalo (see Figure 4.1 and Figure 4.2) and the infrastructure listed in section 1.2.3 of this SoW;
3. Conduct site visits, as required to complete the Detailed Environmental Review;
4. Conduct investigations and surveys, as required to complete the Detailed Environmental Review;
5. Engage with other federal departments, as required (e.g. Department of Fisheries and Oceans, Health Canada and/or Transport Canada);
6. Engage with provincial departments, as required; and
7. Prepare a Detailed Environmental Review Report.

Environmental Officers at DISC's Alberta regional office will provide advice and guidance on the ERP, completing the Project Description Form, and the Detailed Environmental Review, as required. The Environmental Officers will also assist the Consultant in working with other federal government departments and agencies as required.

Upon completion of the deliverables associated with the Environmental Review Process, the Environmental Officers will:

1. Review the Project Description Form and provide any feedback or seek clarifications within ten (10) business days;
2. Review the draft Detailed Environmental Review Report, and provide any comments within fifteen (15) business days; and
3. Review the final Detailed Environmental Review Report and issue a decision on whether or not the Project is likely to cause significant adverse environmental effects within fifteen (15) business days. A letter of decision will be issued to the PIC and Lubicon (the Consultant will be cc'd).

FIGURE 4.1

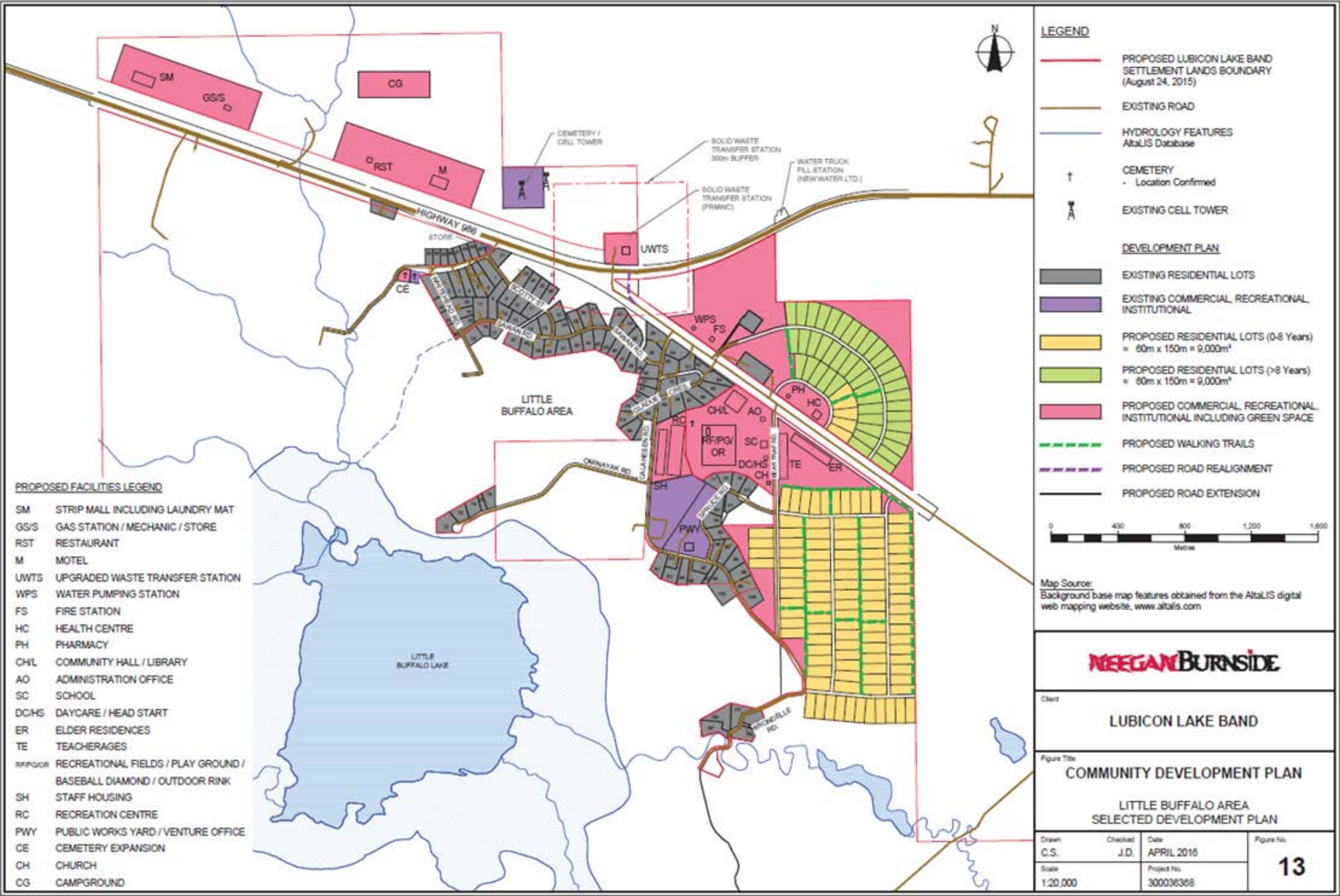
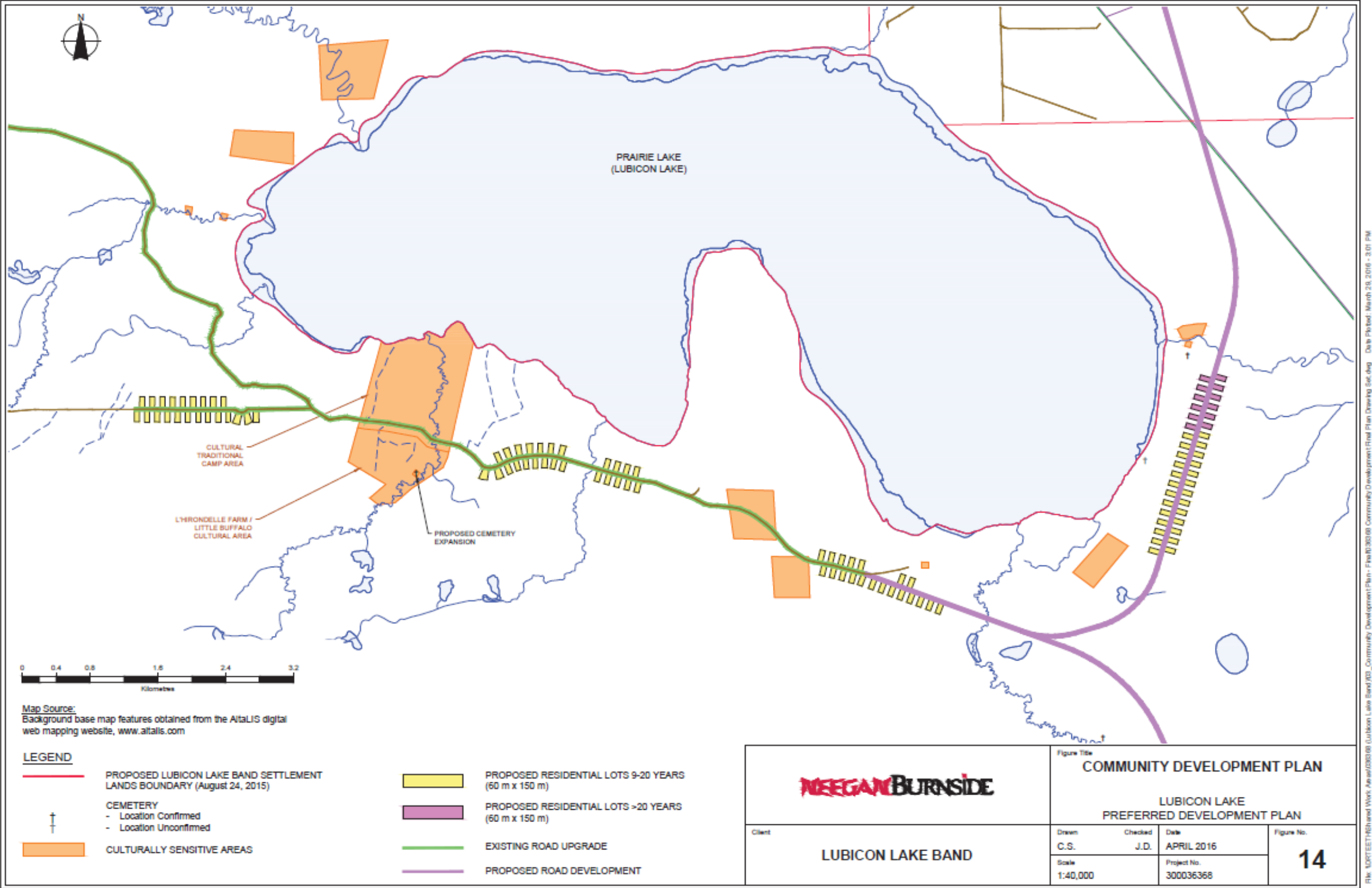


FIGURE 4.2



End of Attachment 2 to Annex 2

ATTACHMENT 3 TO ANNEX 2 –GLOSSARY

In this Statement of Work, unless otherwise stated, the words and terms have the noted meaning:

Aboriginal Head Start (AHSOR):	A facility that supports the Aboriginal Head Start On Reserve Program as per INAC's policies and guidelines
Administrative Agreement:	The agreement to be entered into by the Lubicon Lake Band, Kee Tas Kee Now Tribal Council, the Project Manager, Health Canada, DISC, and other parties that may be added pursuant to that agreement, which sets out the roles and responsibilities of the parties in relation to the Project.
Bid	A company/firm's response to a posted Request for Proposal which will be evaluated and rated in order to award a Contract.
Bidder	Any company submitting a formal Bid during any Phase of the Lubicon Lake Band Community Infrastructure Project
Capital Agreement	The agreement entered into between the Lubicon Lake Band and Her Majesty the Queen in Right of Canada, as represented by delegates of the Minister of Indigenous Services.
Capital Asset(s)	<p>Is a tangible item that is purchased, constructed, developed, or otherwise acquired and:</p> <ol style="list-style-type: none"> 1. Is held for use in the production or supply of goods or the delivery of services, or to produce business outputs; 2. Is intended to be used on a continuing basis; 3. Has a useful life that extends beyond the Recipient's fiscal year; and 4. Is not intended for resale in the ordinary course of operations. <p>As outlined in <i>Annex 11 – Capital Agreement</i>, this includes:</p> <ol style="list-style-type: none"> 1. Residential housing; 2. Community water and wastewater services; 3. Solid waste management services; 4. Three phase power for all buildings and single phase power for residential housing; 5. Heating units and heat source; 6. Lighting, including street lighting; 7. Ability to connect telephone lines and fibre optic lines; 8. All-weather gravel roads and driveways; 9. Public works building, lot and mobile maintenance equipment; 10. Fire station and truck; 11. Administration building; 12. Community multi-purpose building; 13. School and teacherages; 14. Community health centre; and 15. Aboriginal HeadStart.
Certificate of Completion (Final)	Certificate issued to the Construction Contractor when the materials have been supplied and the services completed, when the price of completion or correction of known defects is not more than \$1,000.
Certificate of Substantial Completion (Interim)	Certificate issued to the Construction Contractor when the work performed under the contract is capable of completion and is ready for use or being used for the purposes intended, and when completion or correction of known defects are at a cost not more than:

	a) 3 per cent of the first \$500,000 of the contract price b) 2 per cent of the next \$500,000 of the contract price c) 1 per cent of the remaining balance.
Commissioning Authority	The entity which will be responsible to coordinate with the Project Manager, the First Nation, the Design-Builder(s), and all other entities associated with the design and construction of the Project, as needed, to ensure all building equipment and building systems are operating at optimal levels of performance.
Community Coordinator	The individual selected and retained by the Lubicon Lake Band to optimize communications between the Lubicon Lake Band, Tribal Council, and the other Parties and to act as a primary conduit of information to the Lubicon Lake Band and Tribal Council from the other Parties.
Comprehensive Community Development Plan (CCDP)	The Comprehensive Community Development Plan for the Lubicon Lake Band
Construction Contractor	A person who is responsible for organizing, supervising, and carrying out the construction tasks associated with the Project as directed by the "Project Manager" and includes a party which accedes to <i>Schedule "C" of Annex 8 - Administrative Agreement</i> .
Consultant(s)	Includes all Consultants that are hired for the Project throughout all of its Phases. Some of the key Consultants include: <ul style="list-style-type: none"> • Project Manager • Feasibility and Pre-Design Consultant(s) • Design Consultant(s) • Environmental Consultant • Early Works Construction Contractor(s) • Commissioning Authority
Contract	A binding legal agreement for goods or services entered into by the Consultants, Contractors, Government of Canada, KTC and/or Lubicon.
Deliverables	The goods and services that are to be provided during the Project by all Parties as set out in a Subsidiary Agreement as defined under the Administrative Agreement.
Departmental Representatives (DRs)	The Project Leads (DISC's Senior Engineers in HQ and in the Region), as listed in <i>Annex 7 – Project Team Governance Structure</i> , that is responsible for ensuring the project delivery is in accordance to DISC's policies, rules and regulations. The DR(s) will be part of the PIC and will provide feedback, guidance and support through all Phases of the project.
Design Consultant(s)	A team of industry professionals, unaffiliated with the Project Manager (3rd party consultants), who will be procured through a competitive process and retained by the Project Manager to provide architectural and engineering services for the Project. The Design Consultant(s) shall follow the mandate as instructed by the Project Manager and the PIC.
Environmental Consultant	A team of industry professionals affiliated with the Project Manager (either outsourced or in-house) tasked with the responsibility of executing the tasks outlined in the Environmental Services Statement of Work.

Environmental Review Process (ERP)	The DISC process that governs the procedures that need to be taken to determine if a project will cause significant adverse environmental effects.
Early Works Construction Contractor	A person or persons tasked with carrying out the Early Works Construction Package(s) as described in the Feasibility and Pre-Design Studies Statement of Work.
Extra Works	Any physical work carried out during Phase 1, procured through the Project Manager with the goal of preparing the site for Phase 2 (design) and Phase 3 (construction/commissioning).
Expenditure Authority	Authority granted by senior management that allows for the Project Team to spend the budgeted money. Approval is required prior to the advancement into each Phase.
Feasibility and Pre-Design Consultant(s)	A team of industry professionals affiliated with the Project Manager (either outsourced or in-house) tasked with the responsibility of executing the tasks outlined in Feasibility and Pre-Design Studies Statement of Work.
Feasibility Studies	The studies that are to be carried out by the Feasibility and Pre-Design Consultant(s) during Phase 1 of the project as specified in the Feasibility and Pre-Design Studies Statement of Work document.
Financial Account Coordinator	The person selected and retained by the Lubicon Lake Band to account for and reconcile all moneys paid by DISC to a Funding Agreement recipient and to recommend payment, as a member of the Project Implementation Committee, to the Construction Contractor and any other parties.
Funding Agreement	Means this funding agreement in Annex 1 of this RFP and all of its annexes and includes the term “ Agreement ”. The Agreement describes the legally binding requirements needed to maintain the accountability relationship between the Government of Canada and the Funding Recipient.
Funding Agreement Authority	DISC is responsible for the management of the Funding Agreement , and any changes to the Funding Agreement must be authorized in writing by its official representative.
Health Canada	The Department of Health.
Joint Project Steering Committee	The most senior committee where final conflict resolution disputes are settled. Members of the Project Steering Committee include senior DISC representatives, Kee Tas Kee Now Tribal Council CEO, the Lubicon Lake Band Chief.
Kee Tas Kee Now Tribal Council (KTC)	The tribal council to which Lubicon Lake Band is encompassed under.
Life Cycle Costing	A mathematical procedure which describes the total costs (such as construction, operation, maintenance, and disposal, of a Capital Asset in terms of a present value which reflects the effects of monetary interest and price escalation.
Lubicon Lake Band (Lubicon)	The primary beneficiary of the Project also referred to as the First Nation.
Lubicon Lake Band Community Infrastructure Project (Project)	The planning, design, construction, and provision of the fifteen (15) Capital Assets.
Owner’s Engineer	The individual selected and retained by the Band to represent the interests of the band council of the Lubicon Lake Band and the

	Tribal Council and communicating to the Project Implementation Committee any technical concerns. He is to ensure the continuity of information, the sharing of requirements, design direction and independent technical advice. The Owner's Engineer may review and comment on work by the Feasibility and Pre-Design Consultant(s) and Design Consultant(s) through the PIC to provide technical and logistical feedback.
Package(s)	<p>The procurement packages developed by the Project Manager, and/or their affiliates, during all Phases of the Project. Some of the key Packages include:</p> <ul style="list-style-type: none"> • Early Works Construction Package(s); • Detailed Design Service Package(s); • Complementary Site Investigation Package(s); • Fit-Up Purchase Order Package(s); and • Construction Package(s).
Phase 1 (Feasibility and Pre-Design Studies/Inception Stage)	The Feasibility and Pre-Design Phase of the project includes: Project initiation, Feasibility and Pre-Design Studies for the Capital Assets, the start of the Environmental Review Process, Preparation of the required documentation for the procurement of the necessary Packages (e.g. Detailed Design for Early Works, and Complementary Site Investigations), and the oversight of the Early Works construction.
Phase 2 (Detailed Design/Definition Stage)	Tasks should include the development of Detailed Design documents, class A and B cost estimates, reports, and drawings based on the outcomes of the Feasibility and Pre-Design Studies, pre-engineering, and logistics prepared by the PM. It will also include any requirements or mitigation measures identified in the Detailed Environmental Review.
Phase 3 (Construction, Commissioning and Warranty Period/Implementation Stage)	Any and all work required for the delivery of the Capital Assets to the First Nation as specified in the Statement of Work along with all the necessary measures / training / equipment as to ensure a turnkey delivery of the assets.
Project Approval	Authority granted by senior management that allows the Project Team to continue Work on the Project. Approval is required prior to the advancement into each Phase.
Project Authority	The official representative of DISC responsible for all matters concerning the technical content of the Work under the Funding Agreement .
Project Close-Out	The activities which occur at the end of a Project and include the handover of the Capital Assets, the completion of Contracts by all parties, the archiving of records, and the production of a Project completion report by the Project Manager.
Project Governance Structure	The management framework in which decisions are made and which is included in <i>Annex 7 – Project Team Governance Structure</i> .
Project Implementation Committee (PIC)	The group which provides strategic guidance and expert advice to DISC and the Project Manager, and whose permanent members are DISC's HQ and Regional Senior Engineers , the Owner's Engineer and a Lubicon Lake Band Councillor. Additional members include the Project Manager, the First Nation Project Coordinator and the Design-BUILDER(s), and can also include other members as deemed appropriate by the PIC.

Project Manager (PM)	Refers to all of the individuals whether in-house or outsourced that make up the Project Management team who are responsible for managing and controlling the Project through all of its Phases to ensure the delivery of all Capital Assets.
Project Schedule	Means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project.
Project Site	The location of the Project, defined as the areas of selection identified in the Settlement Agreement between the Lubicon Lake Band and Government of Canada and which are intended to become reserve lands.
Project Team	The members of the Project Implementation Committee and Consultants.
Regional Operations Senior Management Committee (RO-SMC)	The senior management officials that are responsible for the delegation of Expenditure Authority and Project Approvals.
Request for Proposal (RFP)	The document which solicits proposals from Consultants and outlines all of the applicable government and technical specifications.
Stakeholders	The Minister of Indigenous Services, KTC Tribal Council, and Lubicon Lake Band, including their respective community members.
Statement of Work (SoW)	Means the documents within <i>Annex 2 - Programs and Services - DISC Funding</i> . These describe in sufficient detail the Work to be performed by the Recipient and may include general information, scope of the Activities to be performed, site and design data, and estimated timelines.
Transfer Payment	A monetary payment, or a transfer of goods, services or assets made, on the basis of an appropriation, to a third party, including a Crown corporation, that does not result in the acquisition by Her Majesty the Queen in right of Canada of any goods, services or assets. A transfer payment does not include an investment, loan or loan guarantee.
Work	All construction activities and all related services required by the tasks outlined in the Statements of Work.

ANNEX 3 - CONDITIONS OF PAYMENT - DISC FUNDING

Basic funding principles

Recipients must:

- Use funds for the initiative(s) identified in Annex 1 (section 9.1)
- Use funds only for eligible costs up to the maximum allowed (section 9.1)
- Use funds in the fiscal year for which they were provided (section 13)
- Cover any overspending that occurs when initiative costs are greater than the amount of initiative funding provided by the Government of Canada (section 16)
- Report on the use of funds as required (section 11)

Note:

- Any overpayment is a debt due to the Government of Canada (section 17).

1.0 General matters

- 1.1 Subject to the terms of this Agreement, DISC will, in each fiscal year, pay to the Recipient up to the amounts set out in *Annex 4 - Payment Plan* for that fiscal year.
- 1.2 The Payment Plan in *Annex 4 – Payment Plan* identifies the maximum amounts for each initiative for each fiscal year.
- 1.3 Subject to the terms of this Agreement, DISC will make payments to the Recipient according to the provisions in section 2 (Payment specifics).
- 1.4 Depending on the circumstances, payments may be:
- Reimbursed after the Recipient meets the conditions set out below under "Payment request requirements",
- 1.5 When the Recipient fails to report on an eligible cost as required by this Agreement, any funds advanced to the Recipient for that cost will be deemed to be an overpayment which must be paid back to DISC.

2.0 Payment specifics - Set Contribution Funding, SET

- 2.1 Any amount identified as SET in the Payment Plan in *Annex 4 – Payment Plan* must be spent on eligible costs of the specified initiative in the fiscal year for which the amount is provided.
- 2.2 Any amount that the Recipient spends that is more than the maximum SET amount for an initiative for the specified fiscal year is the responsibility of the Recipient.
- 2.3 Any amount of SET funding set out in the Payment Plan in *Annex 4 – Payment Plan* that has been paid to the Recipient is an overpayment that the Recipient must pay back to DISC when:
- a. The Recipient has not provided the required reports concerning the funds, or
 - b. The Recipient has not spent the amount in the fiscal year for which it is provided on an eligible cost of the specified initiative.

3.0 Unexpended funds repayment - more than one funding source

- 3.1 When the Recipient has to repay money to DISC under this Annex, the Recipient must follow these allocation rules:

- a. When the Recipient has received funding from more than one source for the same initiative but to cover different types of initiative expenses, the Recipient must repay DISC amounts advanced by DISC that were not used for the DISC-funded initiative expenses set out in *Annex 2 - Programs and Services – DISC-Funding*.
- b. When the Recipient received funding from more than one source for the same initiative to cover the same types of initiative expenses, the Recipient must calculate the percent of the total initiative funding that was received from DISC and repay DISC the same percent from all the unexpended funds.

4.0 Taxes

4.1 Federal government departments and agencies are required to pay Applicable taxes (e.g. GST and HST).

4.2 Applicable taxes will be paid by the Government of Canada as provided in the invoice submission. Applicable taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which applicable taxes do not apply, must be identified as such on all invoices. It is the sole responsibility of the Recipient to charge applicable taxes at the correct rate in accordance with applicable legislation. The Recipient agrees to remit to appropriate tax authorities any amounts of applicable taxes paid or due.

4.3 The Recipient is not entitled to use the Government of Canada's exemptions from any tax, such as from provincial sales taxes, unless otherwise specified by law. The Recipient must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Agreement (in accordance with applicable legislation), including for material incorporated into real property.

4.4 In those cases where applicable taxes, customs duties, and excise taxes are included in the Agreement Price, the Agreement Price will be adjusted to reflect any increase, or decrease, of applicable taxes, customs duties, and excise taxes that will have occurred between bid submission and Funding Agreement award. However, there will be no adjustment for any change to increase the Agreement Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Recipient to calculate the effect of the change.

4.5 Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Government of Canada must withhold 15 percent of the amount to be paid to the Recipient in respect of services provided in Canada if the Recipient is not a resident of Canada, unless the Recipient obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Recipient in respect to any tax liability which may be owed to the Government of Canada.

ANNEX 4 - PAYMENT PLAN

The following table provides an example of the Grants and Contribution Information Management System (GCIMS) issued Payment Plan.

Annex 4 - Payment Plan
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

Arrangement #: XXXX-MB-000000X
Arrangement Type: AR FA (Other)
Recipient: Winning Bidder
Fiscal Year: 2016-2017

DEPARTMENT OF INDIGENOUS AND NORTHERN AFFAIRS CANADA

Seq.	1	2	3	4	5	6	7	8	9	10	11	12
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
FIXED CONTRIBUTION FUNDING (FIXED)												
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA												
Section:												
Program Activity:												
Functional Area Group:												
Functional Area:												
Fund:												
Cost Center:												
1	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$	50 000,00 \$

The Project Manager must provide a Payment Plan, which will be approved by DISC at the time of the Funding Agreement creation and should include the following details:

1.0 Administration Fees

These may include, but are not limited to, travel, living expenses, operational supplies and contractor fees.

2.0 Method of Payment

Payment will be made by Direct Deposit to the Recipient of the Agreement in accordance with the GCIMS issued Payment Plan.

3.0 Monthly payment

Canada will pay the Recipient on a monthly basis for work performed during the month in accordance with the Payment Plan.

4.0 Professional Fees

In consideration of the Recipient satisfactorily completing all of its obligations under the Funding Agreement, the Recipient will be paid a firm price of \$ _____ **[insert amount at Funding Agreement award]**. Customs duties are *included* and applicable taxes (e.g. GST and HST) are extra.

5.0 Travel and Living Expenses

The Recipient will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of DISC, and payments may be subject to government audit, as per the following website:

<https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html>

6.0 Extra Work

Refer to *Attachment 3 to Part 4 – Price Proposal Form* for information regarding extra work.

ANNEX 5 - REPORTING REQUIREMENTS AND DUE DATES - DISC FUNDING

1.0 Capital Projects Report

The Reporting Guide Website:

English:

http://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677?utm_source=ReportingGuide&utm_medium=url

Capital Projects Report (DISC form “DCI #460671”)

https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ-FRMS/STAGING/texte-text/capital-Projects-Report-FILL_1543353014495_eng.pdf

French:

<http://www.aadnc-aandc.gc.ca/fra/1385559716700/1385559777677>

Capital Projects Report (DISC form “DCI #460671”)

https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ-AI/STAGING/texte-text/dCI_2018-19_460671_1511195575035_fra.pdf

2.0 Monthly Report

Monthly progress reports will be due on the last day of each month, and will use the Capital Projects Report (DISC form DCI #460671) as an executive summary of project and financial progress supported by a more detailed report(s) supplied by the Project Manager monthly, and in a format as determined by the Departmental Representatives.

3.0 Annual Progress Report

An Annual Progress Report will be due by June 30 of each calendar year, and will use the Capital Projects Report (DISC form DCI #460671) as an executive summary of project and financial progress supported by additional details as determined by the Departmental Representatives. The Annual Progress Report shall focus on summarizing the project progress during the previous reporting year and presenting the project outlook and next steps for the upcoming year.

4.0 Close-Out Report

A Close-Out Report will be due at the end of the project. The Capital Projects Report is to be used as per link above (DISC form DCI 460671). In addition, any report should include the following, as supporting document:

The Close-Out Report shall be bound in either 220mm x 280mm or 220mm x 360mm sizes and shall contain at least the following:

1. Summary/Introduction

Provide a summary to introduce the project that should contain:

- a. The project title, location and number and the contract number;
- b. A brief description of the purpose of the project;
- c. A brief description of the existing facilities and history of the project;
- d. A brief description of the project including the size and number of units constructed; and

- e. A brief description of the implementation method used on the project (contract, day labour, etc.).

2. Project Team

- a. The name and address of all members of the Project Management Consultant Team;
- b. The name and address of all members of the Design Consultant(s);
- c. The name and address of all members of the Feasibility and Pre-Design Consultant(s);
- d. The name and address of all members of the Construction Contractor(s);
- e. The name of the First Nation's Owners Engineer;
- f. The name of the First Nation's Financial Account Coordinator;
- g. The name of the First Nation's Community Coordinator; and
- h. The names of the DISC Departmental Representatives in HQ and in the Region.

3. Schedule, Cost, and Cash Flow

- a. The principal dates and project schedule (i.e. date of the contract award, construction start-up, completion, etc.);
- b. A brief breakdown of the project costs including cost of planning, design, construction, First Nation Project coordination, change orders, as well as a total cost; and
- c. A brief breakdown of the cash flow.

4. Design and Construction

- a. A brief description of the design methodology and process; and
- b. A brief description of the project construction highlighting areas of special interest; and deficiencies, problems or outstanding issues on the project, contractor performance, conditions, and items affecting schedule or completion.

5. Employment, Resources, and Training

- a. A brief history of First Nation employment throughout the project, highlighting the level of employment, level of experience of employees both before and after employment, effect on project, and problems;
- b. A brief history of band resources employed throughout the project, highlighting the resources used, level of use, effect on project, and problems; and
- c. A brief description of the training programs provided for First Nation highlighting areas of training, level of training provided, effectiveness of training, numbers of persons trained in each area, cost of training, level of expertise attained, and future training requirements.

6. Conclusions/Recommendations

- a. A review of how the project proceeded, comments on sections that went well or poorly, and how things could be improved if project was to be repeated.

7. Appendices

The following appendixes will be provided:

- a. As-built project site plan in 220mm x 280mm format;
- b. As-built drawings;
- c. The electrical inspection certificates;
- d. Copies of approvals or acceptance certificates from regulatory agencies and consultants;
- e. Copy of all warranties;
- f. Copies of all testing, certification, and verification for the constructed facilities;
- g. Summary of all project costs;
- h. Final progress claim and articles of agreement;

- i. Substantial and final completion certificates;
- j. Project photos as they relate to the project;
- k. Copy of final commissioning report; and
- l. Certificates and results from materials testing.

Annex 6 - Additional Information and Documentation

The information presented below has been prepared for the purpose of the tendering process as per *Section 1 - Project Management Services Statement of Work of Annex 2 - Programs and Services - DISC Funding* for the Lubicon Lake Band Community Infrastructure Project.

1.0 Community Profiles

- 1.1 First Nation Profile – Lubicon Lake Band (#453)
 - 1.1.1 [Community Profile \(English\)](#)
 - 1.1.2 [Community Profile \(French\)](#)

2.0 Protocol for INAC-Funded Infrastructure

List of Statutes, Regulations, Policies, Codes, Directives, Standards, Protocols, Specifications, Guidelines, and Procedures applicable under the Capital Facilities and Maintenance Program – Dated August 19, 2016.

English: <https://www.sac-isc.gc.ca/eng/1409148994545/1533650060879>

Français: <https://www.sac-isc.gc.ca/fra/1409148994545/1533650060879>

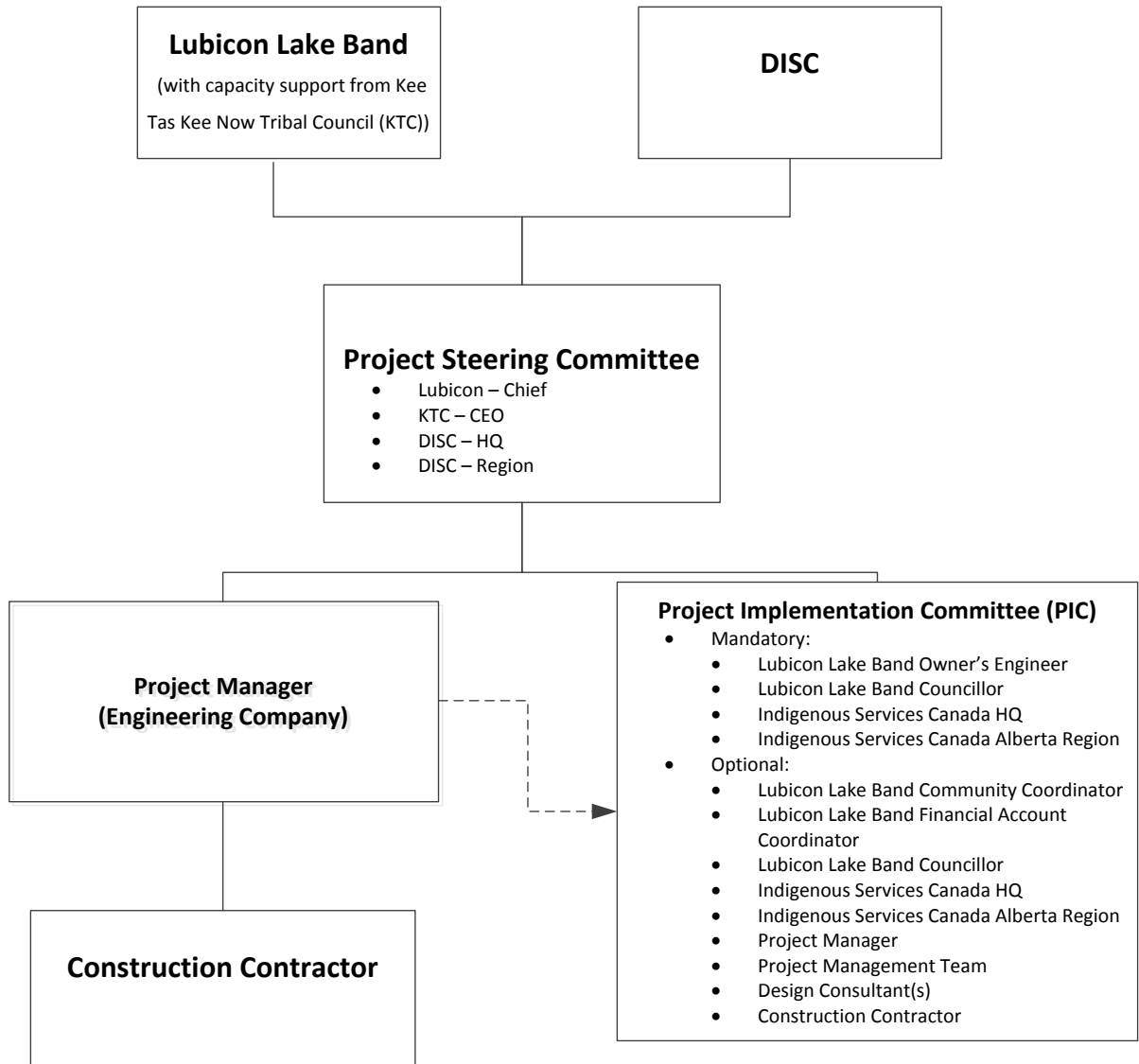
3.0 Preparatory Information for Environmental Review Process

These documents include, but are not limited to, the following:

- 3.1 Lubicon Lake Band Comprehensive Community Development Plan, Neegan Burnside Ltd., April 2016;
- 3.2 Modified Phase I Environmental Site Assessment Lubicon Lake Band – Proposed Lands Bison Lake, Haig Lake and Little Buffalo Alberta, EGE Engineering Ltd., November 2014;
- 3.3 National Assessment of First Nations Water and Wastewater Systems, Lubicon Lake Band Site Visit Report, Neegan Burnside Ltd., December 2010;
- 3.4 Draft Phase II Environmental Site Assessment for Lubicon Lake Band Proposed Lands, Neegan Burnside Ltd., February 2016;
- 3.5 1992 Groundwater Exploration Program – Lubicon Cree Band, OMNI-McCann Consultants Ltd., July 1992; and
- 3.6 Hamlet of Little Buffalo Feasibility Study Water and Sewage, Lubicon Lake., UMA Engineering Ltd., 1986.

ANNEX 7 - PROJECT TEAM GOVERNANCE STRUCTURE

Lubicon Settlement Project Governance Structure



ANNEX 8 - ADMINISTRATIVE AGREEMENT

LUBICON LAKE BAND COMMUNITY INFRASTRUCTURE PROJECT

BETWEEN:

LUBICON LAKE BAND NO. 453

as represented by the Chief and Council of the Lubicon Lake Band
(the "Lubicon Lake Band")

OF THE FIRST PART

-and-

KEE TAS KEE NOW TRIBAL COUNCIL

(the "Tribal Council")

OF THE SECOND PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indigenous Services
("DISC")

OF THE THIRD PART

WHEREAS, DISC and the Lubicon Lake Band, in a Capital Agreement, outlined their intention to work together to ensure the development of community infrastructure at Lubicon Lake;

AND WHEREAS, the Parties to this Administrative Agreement will be required to cooperate in order to ensure that the assets described in the Capital Agreement are constructed;

AND WHEREAS, the intent of this Administrative Agreement is to describe the General Duties of the Parties, to indicate how the Parties are to interact and to indicate how the Parties will resolve any disputes that may arise;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

DEFINITIONS

“Agreement” means this Administrative Agreement including all amendments and all schedules attached hereto.

“Buildings” mean the solid waste management building, public works building, fire station, administration building, community multi-purpose building, school, community health centre, and Aboriginal Head Start building.

“Capital Agreement” means the agreement entered into between the Lubicon Lake Band and Her Majesty the Queen in Right of Canada, as represented by delegates of the Minister of Indigenous Services.

“Certificate of Substantial Performance” and “Certificate of Interim Performance” refers to the document which indicates that the Work is ready to be used for the purpose intended.

“Community Coordinator” means an individual selected and retained by the Lubicon Lake Band to optimize communications between the Lubicon Lake Band, Tribal Council, and the other Parties and to act as a primary conduit of information to the Lubicon Lake Band and Tribal Council from the other Parties.

“Construction Documents” means drawings, specifications, and other documents appropriate to the size and complexity of the Project which describe the size and character of the Project (including architectural, structural, mechanical, and electrical systems, materials, and other elements) and which describe in detail the requirements pertaining to the development, construction, and delivery of the infrastructure set out in Schedule “A” of the Capital Agreement.

“Contract” means a binding legal agreement for goods or services entered into by a Party.

“Construction Contractor” means a person who is responsible for organizing, supervising, and carrying out the construction tasks associated with the Project and includes a party which accedes to this Agreement as set out in Schedule “C”.

“Design Consultant” means the person, selected through a competitive process managed by the Project Manager, who is retained by the Project Manager to provide architectural and engineering services for the Project.

“Financial Account Coordinator” means the person selected and retained by the Lubicon Lake Band to account for and reconcile all moneys paid by DISC to a Funding Agreement recipient and to recommend payment, as a member of the Project Implementation Committee, to the Construction Contractor and any other parties.

“Funding Agreement” means a written agreement or documentation constituting an agreement between Her Majesty the Queen in right of Canada and an applicant or a recipient setting out the obligations or understandings of both with respect to one or more Transfer Payments.

“General Duties” means the roles, responsibilities and accountabilities of each Party.

“Infrastructure” includes Buildings as described herein, residential housing, roads, electrical systems, telephone and internet cabling, water and waste water services.

“Project Steering Committee” means the group which provides decision making and oversight regarding project governance, service standards, communications, and the strategic direction of project implementation and whose responsibilities and membership is described in Schedule “B”.

“Original Party” or “Original Parties” means Lubicon Lake Band, the Tribal Council, and DISC.

“Owner’s Engineer” means the person whose duties include representing the interests of the band council of the Lubicon Lake Band and the Tribal Council and communicating to the Project Implementation Committee any technical concerns of the band council of the Lubicon Lake Band or the Tribal Council.

“Party” or “Parties” means the Original Parties, and once they accede to the Agreement, the Project Manager, Design Consultant, and the Construction Contractor.

“Project” means the planning, design, construction, and provision of the infrastructure set out in Schedule “A” of the Capital Agreement, using funds provided by Canada and by other funding sources.

“Project Deliverables” means the goods and services that are to be provided during the Project by all Parties as set out in a Subsidiary Agreement.

“Project Governance Structure” means the management framework in which Project decisions are made and which is included in Schedule “B” of this Agreement.

“Project Implementation Committee” means the group of professionals which provides technical guidance and oversight for project delivery and whose responsibilities and membership is described in Schedule “B”.

“Project Manager” means the person responsible for managing and controlling the Project through all stages of work and for ensuring delivery of all Infrastructure.

“Project Site” means the location of the Project, defined as the areas of selection identified in the Settlement Agreement between the Lubicon Lake Band and the Government of Canada and which are intended to become reserve lands.

“Protocol for INAC-Funded Infrastructure” is a list of statutes, regulations, codes, policies, directives, standards, protocols, specifications, guidelines, and procedures applicable to construction project funded by Canada under DISC’s Capital Facilities and Maintenance Program.

“Specific Duties” has the meaning set out in subsection 4.1

“Subsidiary Agreement” means the funding agreements and contracts relating to the Project referred to in subsection 4.1 of this Agreement and set out in Schedule “A”,

“Transfer Payment” means a monetary payment, or a transfer of goods, services or assets made, on the basis of an appropriation, to a third party, including a Crown corporation, that does not result in the acquisition by Her Majesty the Queen in right of Canada of any goods, services or assets. A transfer payment does not include an investment, loan or loan guarantee.

“Work” means all construction activities and all related services required by the Construction Documents.

1.0 PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to describe the general duties of each Party in relation to the Project, indicate how each Party is to interact with every other Party, and set out how each Party will resolve disputes that may arise.

2.0 OBJECTIVE OF THE PROJECT

- 2.1 The objective of the Project is to undertake the planning, design, construction, and provision of the infrastructure listed in Schedule “A” of the Capital Agreement.

3.0 ADDITION OF PARTIES

- 3.1 An entity listed in Schedule “C” that is not an Original Party, shall accede to this Agreement, with at least five (5) business days’ notice to the Original Parties, by executing an accession agreement in the form set out in Schedule “D” and providing it to each of the Original Parties within five (5) business days of execution. The entity shall be deemed to be a Party on the date that is five (5) business days after the date of execution of the accession agreement.

4.0 SPECIFIC DUTIES OF THE PARTIES

- 4.1 The specific duties of various Parties are indicated in Subsidiary Agreements listed in Schedule “A” of this Agreement, and these agreements are incorporated by reference into this Agreement.
- 4.2 In interpreting this Agreement, in the event of discrepancies or conflicts between anything contained in a Subsidiary Agreement and in this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- 4.3 All Parties will respect the mores of the Lubicon Lake Band and will respect all by-laws, elders, customs and traditions.

5.0 GENERAL DUTIES OF THE PARTIES

5.1 DISC is responsible for the following General Duties:

- (a) Approving the budget of the Project Manager for any services related to the Project.
- (b) Providing moneys for construction to First Nation Recipients by way of funding agreements and determining the amount to be provided in consultation with the Project Steering Committee.
- (c) Providing funding to the Tribal Council so that it can enter into a contract with a Community Coordinator, an Owner’s Engineer, and a Financial Account Coordinator, which will provide services directly to the Tribal Council and the Lubicon Lake Band.
- (d) Providing funding to the Project Manager so that it can provide project management services to DISC and so that it can enter into contracts with the Design Consultant.
- (e) Providing funding to the Tribal Council to permit it to pay the Construction Contractor to implement Project outlined in subsection 2.1.
- (f) Ensuring that funds provided to the Project Manager and to the Tribal Council are used for the purposes set out in DISC’s Program Control Framework for the Capital Facilities and Maintenance Program.
- (g) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.
- (h) Providing funding based on available resources, to the Project Manager and Tribal Council to facilitate the planning, design, and construction of a community health centre and Aboriginal Head Start facility. Construction is to occur after the applicable Project Site areas have been provided with water, wastewater, heating and electrical servicing.
- (i) Advising the Project Implementation Committee as to what standards the community health centre and Aboriginal Head Start facility should be built based on population data and approved community health program planning at the time of implementation.

5.2 The Project Manager is responsible for the following General Duties:

- (a) Managing and controlling the Project through all stages of work, and for ensuring delivery of all infrastructure set out in Schedule “A” of the Capital Agreement.
- (b) Engaging and paying for the services provided by the Design Consultant.

- (c) Administering the competitive process to obtain a Design Consultant, and, for the benefit of the Lubicon Lake Band and Tribal Council, administering the competitive process to obtain a Construction Contractor or Construction Contractors.
- (d) Supervising the development of Project Deliverables by the Design Consultant.
- (e) Recommending Project Deliverables and providing copies of the Project Deliverables to the Project Implementation Committee for its review and approval.
- (f) Advising the Financial Account Coordinator on when it may issue cheques and providing advice to the Financial Account Coordinator on financial forecasting, Project monitoring, and Project reporting matters.
- (g) Co-signing with the Tribal Council on payments issued to the Construction Contractor or Construction Contractors.
- (h) Ensuring that proper municipal, provincial, and environmental permits are obtained by the Construction Contractor as required for each Project component.
- (i) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.3 Lubicon Lake Band is responsible for the following General Duties:

- (a) Requiring the Construction Contractor to control access to any land held by the Lubicon Lake Band on which construction is contemplated or on which construction is underway.
- (b) Permitting the Project Manager to manage the Project under the Project Governance Structure as outlined in Schedule "B".
- (c) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.4 The Tribal Council is responsible for the following General Duties:

- (a) Requiring the Construction Contractor with which it proposes to enter into a construction contract to first sign this Agreement.
- (b) Entering into a construction contract with a qualified Construction Contractor, as determined by the Project Implementation Committee through a competitive tendering process.
- (c) Co-signing with the Project Manager, upon recommendation from the Project Implementation Committee, a contract for the services of a Construction Contractor.
- (d) Declaring the Construction Contractor in default of its construction contract, at the request of the Project Manager, if a Construction Contractor has not fulfilled its obligations as set out in a construction contract entered into with the Tribal Council.
- (e) Permitting the Project Manager to manage the Project under the Project Governance Structure as outlined in Schedule "B".
- (f) Paying for, upon receipt of funding from DISC, the services of a Financial Account Coordinator, Owner's Engineer, and Community Coordinator.
- (g) Attending meetings with DISC, the Lubicon Lake Band, the Project Manager, the Design Consultant, and the Construction Contractor in order to discuss design requirements, construction issues, access issues, coordination issues, and any other matters arising during the planning, design, and construction of the Project.
- (h) Co-signing cheques with the Project Manager relating to project expenditures, upon receiving authorization from the Project Implementation Committee, for costs related to the Project.
- (i) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.5 The Financial Account Coordinator is responsible for the following General Duties:

- (a) Opening and maintaining, with the Tribal Council, separate bank accounts for the Project.
- (b) Recommend the issuance of cheques, in accordance with directions from the Project Implementation Committee, for expenditures related to Project Work, upon receiving signing approval from the Project Manager.
- (c) Working closely with the Project Manager and providing information to the Project Manager as directed by the Tribal Council.

- (d) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.6 The Community Coordinator is responsible for the following General Duties:

- (a) Providing the views and concerns of the Lubicon Lake Band and Tribal Council to the Project Manager and receiving information and documents from the Parties and providing the information or documents to a designated councillor to be identified by the Lubicon Lake Band.
- (b) Informing, and obtaining approvals from, representatives of the Lubicon Lake Band throughout all stages of the Project.
- (c) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.7 The Owner's Engineer is responsible for the following General Duties:

- (a) Representing and respecting the interests of the Tribal Council and Lubicon Lake Band with respect to the Project.
- (b) Providing technical guidance to the Project Implementation Committee including identifying Project risks and assisting with the resolution of problems related to the Project.
- (c) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.8 The Construction Contractor is responsible for the following General Duties:

- (a) Completing the work relating to the Project in accordance with the construction contract entered into between the Construction Contractor and the Tribal Council.
- (b) Obtaining and following only the instructions of the Project Manager and no other party.
- (c) Communicating, on a formal basis, with the Project Manager on any matters related to the Work unless there is an immediate threat to the health or safety of Lubicon Lake Band members, construction workers or any other visitors, in which case the Construction Contractor may communicate with any person that it deems appropriate and report to the Project Manager when the immediate threat has been addressed.
- (d) Communicating, on a formal basis, during the period that is within one year following the issuance of the Certificate of Substantial Performance or Certificate of Interim Performance, with only the Project Manager on any matters dealing with warranty or other post-construction issues.
- (e) Communicating, on a formal basis, after the period of one year following the issuance of the Certificate of Substantial Performance or Certificate of Interim Performance, with the Tribal Council as appropriate on any matters dealing with warranty or other post-construction issues.
- (f) Providing any progress claims and change orders to the Project Manager.

- (g) Obtaining proper municipal, provincial and environmental permits as required for each project component.
- (h) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

6.0 CROWN AGENCY

- 6.1 No Party to this Agreement shall be considered to be an agent of Her Majesty the Queen in right of Canada. This subsection shall survive the termination or expiry of the Agreement.

7.0 DELEGATION OF AUTHORITY

- 7.1 A reference in this Agreement to DISC includes any official who exercises a power delegated by the Minister of Indigenous Services Canada and includes the Senior Assistant Deputy Minister of Regional Operations or any official acting under his or her authority.

8.0 ACT IN GOOD FAITH

- 8.1 The Parties agree to cooperate with each other, to carry out their Specific Duties and General Duties in good faith, and to take all reasonable action to enable the successful completion of the Project. The Parties acknowledge that not every issue that may arise during a multi-year design and construction project may be addressed in this Agreement or a Subsidiary Agreement.
- 8.2 If an issue is not addressed in this Agreement or in a Subsidiary Agreement, the Parties involved agree to attempt to resolve the issue themselves relying on commercially reasonable business practices.

9.0 DISPUTE RESOLUTION PROCESS

- 9.1 If the Parties are unable to resolve an issue in accordance with subsection 8.2, the Parties involved agree to use the dispute resolution process set out below.
- 9.2 Subject to subsection 9.11, in the event a dispute arises between one Party and another Party or Parties, or between any combination of Parties, regarding the interpretation of a provision of this Agreement or the obligations of a Party or Parties under this Agreement (a "Dispute"), and it cannot be otherwise resolved through discussion, any Party involved in the matter or with an interest in the matter (the "Affected Parties") shall resolve the dispute in the manner set out below.
- 9.3 In the event that a Dispute exists an Affected Party shall give written notice to every other Affected Party, setting out:
 - (a) that the Affected Party giving notice wishes to use the dispute resolution process provided for in this Agreement; and
 - (b) a concise summary of the matter in dispute.
- 9.4 Within five (5) business days of receiving the notice, the Project Implementation Committee will meet in attempt to resolve the dispute.
- 9.5 Should the Affected Parties be unable to resolve the dispute following the meeting referred to in subsection 9.4, the Project Steering Committee will meet within ten (10) business days of that meeting in an attempt to resolve the dispute.

- 9.6 Should the Affected Parties be unable to resolve the dispute following the meeting referred to in subsection 9.5, the Affected Parties will appoint a mutually acceptable independent third party within five (5) business days of that meeting (or within such other time as the parties may agree in writing) for the purpose of assisting them in resolving the dispute.
- 9.7 Where an independent third party is appointed pursuant to subsection 9.6, the Affected Parties will meet with him or her within five (5) business days of his or her appointment (or within such other time as the Affected Parties may agree in writing) to attempt to resolve the dispute.
- 9.8 Each Affected Party will bear its own costs arising from the mediation process provided for in this Agreement and bear equally the costs of any mediator
- 9.9 Subject to subsection 9.10, any exchanges between the Affected Parties after one party has given the other notice that it wishes to undertake dispute resolution pursuant to subsection 9.2, including without limitation:
- (a) Any minutes or other records of any meetings between the Affected Parties; and
 - (b) Any admissions, discussion, or offers of settlement, whether made verbally or in writing by either Affected Party, will not be admissible in any legal proceedings unless otherwise required by law.
- 9.10 Evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the above noted process.
- 9.11 The following matters shall not be subject to the dispute resolution process set out in this Agreement:
- (a) Project funding decisions of DISC.
 - (b) An audit or evaluation of any Party conducted by DISC.
 - (c) A decision by DISC that the Project Manager, the Lubicon Lake Band, or the Tribal Council is in default under a Funding Agreement.
 - (d) Any action taken by DISC to remedy a default under a Funding Agreement with the Project Manager, the Lubicon Lake Band, or the Tribal Council.
 - (e) A decision by the Tribal Council that the Construction Contractor has not performed an obligation that it owes to the Tribal Council or is in breach of any contract that it has entered into with the Tribal Council.
 - (f) Any action taken by the Tribal Council to enforce an obligation owed by the Construction Contractor to the Tribal Council or the termination by the Tribal Council of any contract that it has entered into with the Construction Contractor.

10.0 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided in subsection 10.2, the Parties shall not use, copy, disclose or otherwise communicate any information or intellectual property not available to the general public that was gained by them in the course of their duties related to the Agreement, except as is necessary in the proper discharge of those duties or except as provided in a Subsidiary Agreement. This subsection shall survive the termination or expiry of the Agreement.

- 10.2 With respect to the Project, DISC, the Lubicon Lake Band, and the Tribal Council may make public the fact that Lubicon Lake Band and the Tribal Council are receiving funding under a Funding Agreement, the amount of funding provided to the Lubicon Lake Band and Tribal Council under any Funding Agreement, and the general nature of the Project. This section shall not limit any legal obligation that DISC, the Lubicon Lake Band, or the Tribal Council has to disclose additional information. This subsection shall survive the termination or expiry of the Agreement.

11.0 GOVERNING LAWS

- 11.1 This Agreement and all activities connected with the project shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

12.0 APPLICABLE STANDARDS

- 12.1 All Infrastructure in connection with the Project will be designed and constructed to standards agreed upon by DISC and the Lubicon Lake Band, and will meet the standards set out in the Protocol for INAC-Funded Infrastructure (PIFI).

13.0 SCHEDULES

- 13.1 Schedules "A", "B", "C", and "D" to this Agreement are incorporated into the Agreement and each Party shall comply with the requirements set out in the schedules.

14.0 NOTICE

- 14.1 Where this Agreement requires that a communication be in writing, such communication may be delivered in person, by courier, facsimile, or by e-mail to the contact person of each party at the following addresses. Verbal communication may be made by phoning the contact person at the following telephone numbers.

Lubicon Lake Band

Chief and Council
Lubicon Lake Band No. 453
Box 1351
St. Isidore, Alberta
T0H 3B0
Fax: (780) 629-2356

Kee Tas Kee Now Tribal Council

Contact person: Al Rollins
Address PO BOX 269, SLAVE LAKE, AB
Fax
E-mail: Ceo@TKCadmin.com
Phone Number: (780) 910-5249

Department of Indigenous Services Canada

Marie-Josée Goulet
Director, Major Infrastructure Project Delivery
10 Wellington Street, Gatineau, QC, K1A 0H4
Fax: 819-934-3321
E-mail: marie-josée.goulet2@canada.ca
Phone number: 819-953-2456

15.0 AMENDMENT

- 15.1 This Agreement shall not be amended nor modified nor shall any of its terms and conditions be waived except by Agreement in writing by all Parties.
- 15.2 A Party shall not unreasonably refuse to make an amendment.
- 15.3 Notwithstanding subsection 14.1, following notice to each Party, the accession to the Agreement of a party undertaking the duties of an entity listed in Schedule "C" shall not be considered an amendment to this Agreement to which the agreement of all of the Parties is required.

16.0 SUCCESSORS AND ASSIGNS

- 16.1 This Agreement shall inure to the benefit of, and be binding upon, the parties and their lawful administrators, successors and assigns.

17.0 ASSIGNMENT

- 17.1 No party may assign this Agreement, either in whole or in part, without the written consent of each of the other parties.

18.0 EFFECTIVE DATE

- 18.1 This Agreement is effective as of the date that it is executed by the last of the Lubicon Lake Band, the Kee Tas Kee Now Tribal Council and DISC.
- 18.2 It is acknowledged that parties that are not Original Parties will accede to this Agreement at different times as the Project proceeds. A party that is not an Original Party shall be bound by this Agreement as of the date that it accedes to this Agreement.

19.0 EXPIRY AND TERMINATION

- 19.1 This Agreement shall expire on the day that is five (5) years from the date that a Certificate of Substantial Performance or Certificate of Interim Performance is issued for Infrastructure set out in Schedule "A" of the Capital Agreement that is the last piece of Infrastructure to be built.
- 19.2 Upon the written agreement of all Parties, this Agreement may be terminated prior to the date set out in subsection 18.1.

PART 10

PART 11 20.0 EXECUTION

- 20.1 Each Party agrees to be bound by this Agreement as evidenced by the signature of its representative.

LUBICON LAKE BAND, as represented by its Chief and Council

_____ Chief Billy Joe Laboucan	_____ DATE
_____ Councillor Brian Laboucan	_____ DATE
_____ Councillor Joe Auger	_____ DATE
_____ Councillor Jason Laboucan	_____ DATE
_____ Councillor Timothy Sawan	_____ DATE
_____ Councillor Troy Laboucan	_____ DATE

KEE TAS KEE NOW TRIBAL COUNCIL, as represented by its Chief Executive Officer

Per:_____

Print Name:_____

Date:_____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

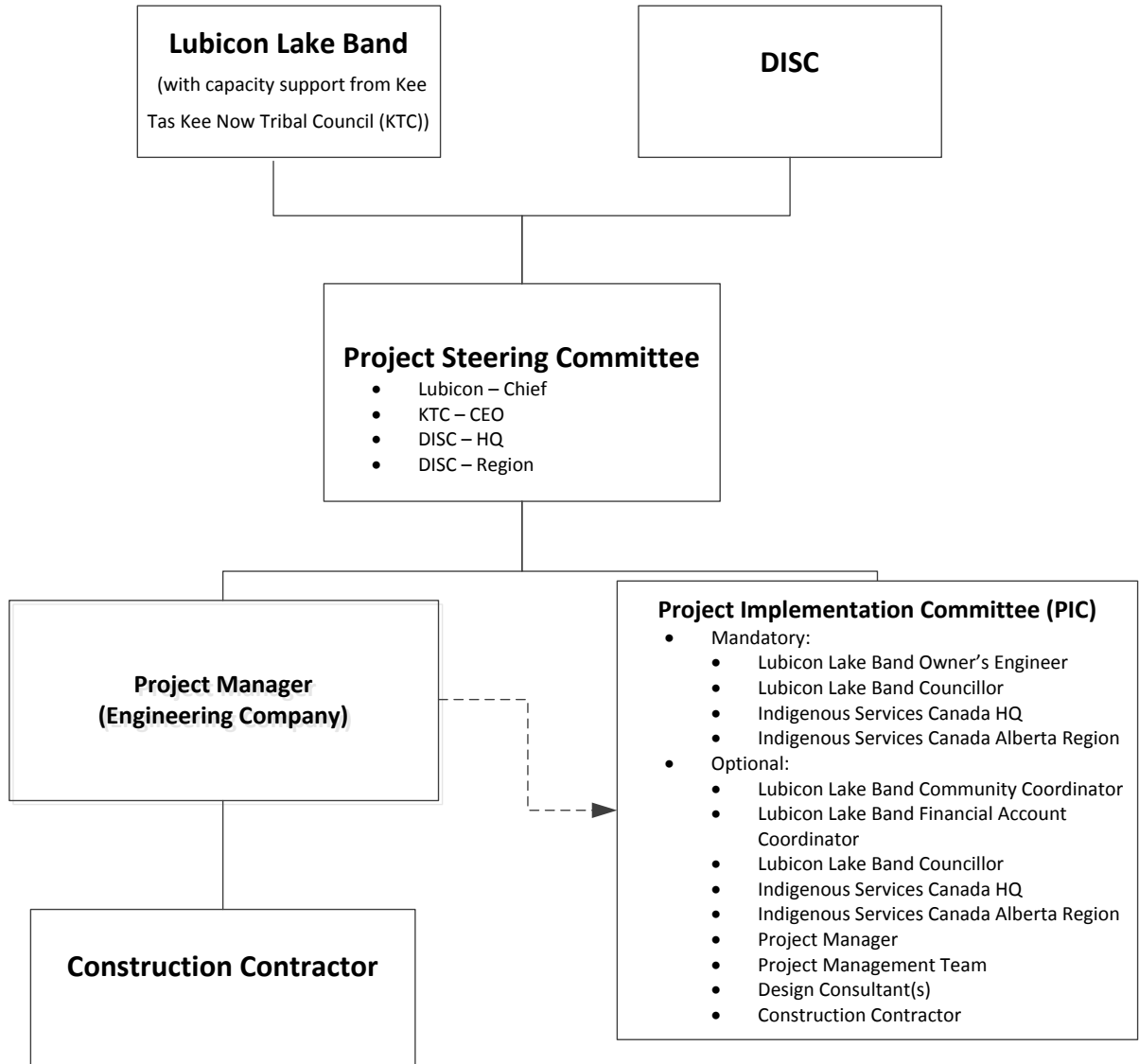
Claudia Ferland
Director General, Regional Infrastructure Delivery Branch

SCHEDULE “A”: SUBSIDIARY AGREEMENTS

1. Capital Agreement between DISC and the Lubicon Lake Band.
2. Funding Agreement between DISC and the Project Manager.
3. Contract between the Project Manager and the Design Consultant.
4. Funding Agreement between DISC and the Lubicon Lake Band.
5. Funding Agreement between DISC and Kee Tas Kee Now Tribal Council.
6. Contract between the Kee Tas Kee Now Tribal Council and the Construction Contractor.

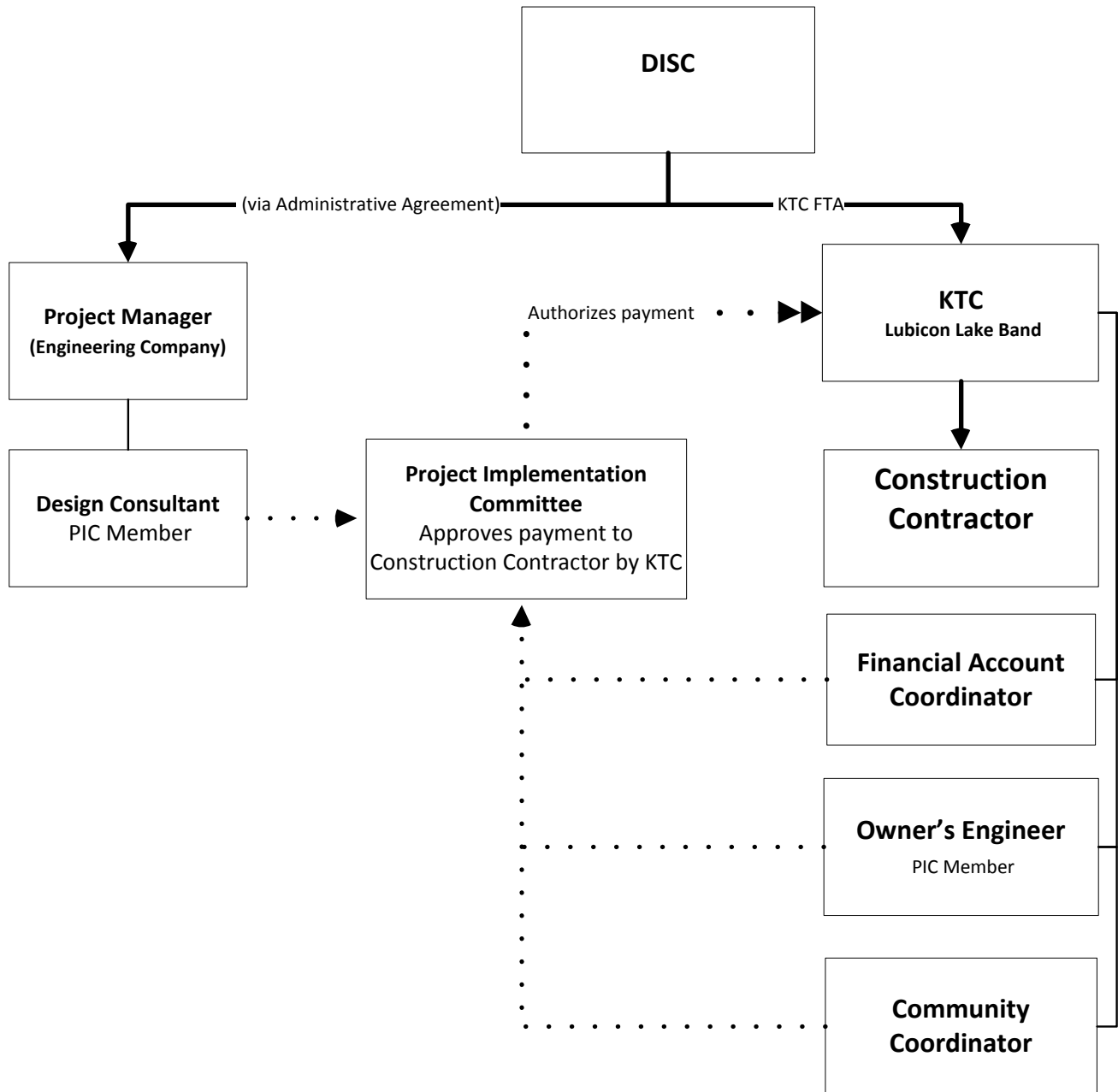
SCHEDULE “B”

Lubicon Settlement Project Governance Structure



(Schedule “B” continued)

Lubicon Lake Funding Model



Project Steering Committee

Mandate: To provide consensus-based decision making and oversight regarding project governance, service standards, communications, and the strategic direction of Project implementation.

Responsibilities:

- Reviews and approves reports and recommendations from the Project Implementation Committee
- Reviews and approves significant changes in scope, budget, and schedule
- Reviews and approves any proposed infrastructure component that does not adhere to DISC's existing level of service standards
- Reviews and agrees upon level of service standards where they do not exist in DISC's existing policy documents
- Facilitates appropriate sharing of information and announcements
- Oversees dispute resolution as required
- Review the terms of reference provided by the Project Implementation Committee and approve them if they are acceptable to the Project Steering Committee.

Committee Members:

- DISC Regional Representative (Chair)
- DISC National Representative
- Lubicon Lake Band Chief
- Kee Tas Kee Now Tribal Council CEO

Meeting Frequency: Quarterly; additional meetings as required

Project Implementation Committee

Mandate: To provide technical guidance and oversight for project delivery.

Responsibilities:

- Reports and provides recommendation to the Project Steering Committee.
- Provide strategic guidance and expert advice to the Project Steering Committee.
- Reviews the proposals that were received as part of each request for proposals and recommends contract awards
- Recommends and approves invoice payments for construction contracting services
- Reviews project financial status and budget and forecast position and reports
- Recommends for approval all financial transactions and financial reports
- Reviews attainability of design and recommends modifications of scope, budget, and schedule
- Reviews Change Notices and Change requests that may have an impact on scope, budget and schedule. May approve if overall budget is unchanged, otherwise will make recommendation to the Project Steering Committee.
- Develop terms of reference for the Project Implementation Committee that are acceptable to the members of the Project Implementation Committee and submit them to the Project Steering Committee for review and approval.

Committee Members:

- DISC HQ Representative
- DISC Regional Representative
- Lubicon Council Designates
- Project Manager
- Owner's Engineer (Lubicon)
- Design Consultant
- Construction Contractor

Meeting Frequency: Monthly; additional meetings as required.

**SCHEDULE “C”: ENTITIES WHICH MAY BE ADDED WITHOUT AMENDING THE
AGREEMENT**

- The Project Manager
- The Design Consultant
- The Construction Contractor

SCHEDULE “D”: FORM OF AGREEMENT FOR THE ADDITION OF AN ENTITY AS A PARTY

TO:

LUBICON LAKE BAND

as represented by its Chief and Council

-and-

KEE TAS KEE NOW TRIBAL COUNCIL

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indigenous Services

FROM:

[NAME OF ENTITY]

(The “Applicant”)

Take notice that the Applicant hereby wishes to accede to Lubicon Lake Band Community Development Administrative Agreement (the “Agreement”) which came into effect on _____. The Applicant agrees to be bound by the terms set out in the Agreement and agrees to provide a copy of this executed accession agreement to each of the Original Parties within five (5) business days of execution. The applicant understands and agrees that it will be a Party on the date that is five (5) business days after the date of execution of this accession agreement.

Contact information of the Applicant:

Address:

Contact person:

E-mail:

Fax:

Phone number:

Executed at _____ on the ____ day of _____, _____.
(community)

[NAME OF ENTITY]

Per:_____

Name:_____

Title:_____

I have the authority to bind the Corporation.

ANNEX 9 - EXTRA WORK FORM

Recipient: _____

Date: _____

Description of Extra Work:			
(Please attach a separate sheet, if required)			
	Estimated No. of Hours	Firm Hourly Rate as per Funding Agreement	Total
Labour:			
(To be detailed as necessary)			
Total Labour			\$ _____
Total Price			
Total Estimated Cost of Extra Work (applicable taxes extra):			\$ _____

Basis of payment

In consideration of the Recipient satisfactorily completing all of its obligations under the authorized Extra Work Form, the Recipient will be paid the firm hourly rate price indicated above. Customs duties are included and applicable taxes (e.g. GST and HST) are extra.

Canada will not pay the Recipient for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Funding Agreement Authority before their incorporation into the Work.

Authorization

By signing this Form, the authorized Funding Agreement Authority and/or Project Authority, certify(ies) that the content of this Form is in accordance with the conditions of the Funding Agreement.

Name of Project Authority _____

Signature _____ Date _____

Name of Funding Agreement Authority _____

Signature _____ Date _____

Contractor's Signature

Name and title of individual authorized to sign for the Contractor

Signature _____ Date _____

ANNEX 10 - CAPITAL AGREEMENT

LUBICON LAKE BAND COMMUNITY INFRASTRUCTURE PROJECT

BETWEEN:

LUBICON LAKE BAND NO.453

as represented by the Chief and Council of the Lubicon Lake Band
(the "Lubicon Lake Band")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indigenous Services
("DISC")

OF THE SECOND PART

WHEREAS, the Lubicon Lake Band and Canada have negotiated a Settlement Agreement of the Lubicon Lake Band's rights, and Canada's obligations, under Treaty 8 which will lead to the creation of a reserve for the Lubicon Lake Band after the transfer to Canada of lands, as described in the Settlement Agreement;

AND WHEREAS, DISC and the Lubicon Lake Band desire to have community Infrastructure constructed on the lands to be transferred to Canada;

AND WHEREAS, DISC has agreed to provide funding to enable the construction of community Infrastructure for the Lubicon Lake Band on these lands;

NOW THEREFORE, DISC and the Lubicon Lake Band agree as follows:

OBJECTIVE

The purpose of this Agreement is to set out DISC's commitment to provide funding to enable the Lubicon Lake Band to have community Infrastructure constructed on land as described in this Agreement and to describe the community Infrastructure that will be constructed.

DEFINITIONS

“Administrative Agreement” means the agreement to be entered into by the Lubicon Lake Band, Kee Tas Kee Now Tribal Council, the Project Manager, DISC, and other parties that may be added pursuant to that agreement, which sets out the roles and responsibilities of the parties in relation to the Project.

“Agreement” means this Capital Agreement including all amendments and all schedules attached hereto.

“Buildings” mean the solid waste management servicing facility, public works building, fire station, administration building, community multi-purpose building, school, community health centre, and Aboriginal Head Start building.

“Capital Plan” means the description of the Infrastructure to be constructed for, and provided to, the Lubicon Lake Band as set out in the document attached hereto as Schedule “A”.

“Community Lands” means the “Settlement Lands” and the “Purchase Lands” as these terms are defined in subsection 1.1 of the Settlement Agreement.

“Dispute”, with respect to the Parties, means any difference, disagreement, controversy, question or claim arising out of the existence, interpretation, application, administration, enforceability or performance of this Agreement.

“Effective Date” has the meaning set out in subsection 18.1.

“Settlement Agreement” means the Lubicon Lake Band Treaty 8 Lands and Benefits Claim Settlement Agreement entered into between Canada and the Lubicon Lake Band which defines the nature of the relationship of the Lubicon Lake Band to Treaty 8 and provides for a fair and equitable settlement of the rights and interests asserted by the Lubicon Lake Band in respect to traditional Lubicon Lake Band territory in northern Alberta.

“Infrastructure” includes residential housing, Buildings, roads, electrical systems, telephone and internet cabling, water and waste water services.

“Project Steering Committee” or PSC means the group which provides decision making and oversight regarding project governance, service standards, communications, and the strategic direction of project implementation and whose responsibilities and membership are described in Schedule “B”.

“Life Cycle Costing” means a mathematical procedure which describes the total costs (such as construction, operation, maintenance, and disposal) of an Infrastructure asset in terms of a present value which reflects the effects of monetary interest and price escalation.

“Owner’s Engineer” means the person whose duties include representing the interests of the band council of the Lubicon Lake Band and the Tribal Council and communicating to the Project Implementation Committee any technical concerns of the band council of the Lubicon Lake Band or the Tribal Council.

“Party” or “Parties” means the Lubicon Lake Band and DISC individually or collectively as the case may be.

“Project” means the planning, design, construction, and provision of Infrastructure set out in Schedule “A” of this Agreement, and includes Project Close-Out, using funds provided by DISC and by other funding sources.

“Project Close-Out” means the activities which occur at the end of a Project and include the handover of Infrastructure, the completion of contracts by all parties, the archiving of records, and the production of a Project completion report by the Project Manager.

“Project Implementation Committee” or PIC means the group of professionals which provides technical guidance and oversight for project delivery and whose responsibilities and membership is described in Schedule “B”.

“Project Manager” means the person responsible for managing and controlling the Project through all stages of work and for ensuring delivery of all infrastructure.

“Protocol for INAC-Funded Infrastructure” is a listing of statutes, regulations, codes, policies, directives, standards, protocols, specifications, guidelines, and procedures applicable to construction projects funded by DISC under DISC’s Capital Facilities and Maintenance Program.

1.0 PROJECT COMMITMENT FROM DISC

- 1.1 DISC will provide funding for the planning, design, and construction to completion of the Project in accordance with the terms and conditions of this Agreement, including the Capital Plan attached hereto as Schedule “A”, and the terms and conditions of the Administrative Agreement.
- 1.2 For greater certainty, DISC will not itself plan, design, and construct the Infrastructure set out in Schedule “A” but rather will provide funding to persons, in accordance with the governance structure set out in Schedule “B”, who will plan, design, and construct the infrastructure. DISC, along with the Lubicon Lake Band, will form part of the Project Implementation Committee and Project Steering Committee.

2.0 FUNDING FROM DISC

- 2.1 DISC will provide funding to persons who will be responsible to DISC and to the Lubicon Lake Band for completing the Project.
- 2.2 Funding to persons will be provided by way of contribution agreements but is subject to appropriation by the Parliament of Canada.
- 2.3 DISC will make its best efforts to ensure that sufficient funding is obtained from the Parliament of Canada to ensure completion of the Project.

3.0 USE OF FUNDS BY LUBICON LAKE BAND

- 3.1 Funds that are transferred by DISC to the Lubicon Lake Band, either directly or through the Kee Tas Kee Now Tribal Council, in connection with this Agreement or the Administrative Agreement are to be utilized only for the completion of the Project.
- 3.2 All Infrastructure in connection with the Project will be constructed on Community Lands.

4.0 APPLICABLE STANDARDS

- 4.1 All Infrastructure in connection with the Project will be designed and constructed to standards agreed upon by DISC and the Lubicon Lake Band, and will meet the standards set out in the *Protocol for INAC-Funded Infrastructure* (PIFI).
- 4.2 Residential housing will take into account the northern Alberta climate and the traditional lifestyles of Lubicon Lake Band peoples. As such, the design will be responsive to the Lubicon Lake Band’s cultural needs and climatic design challenges. Residential housing will include: mudrooms, mold resistant materials, insulation, appropriate flooring, fittings, systems to ensure energy efficiency and, where required, provision for accessibility by the elderly and disabled.

- 4.3 The Project Implementation Committee will ensure that all applicable environmental approvals are obtained, that the Project is constructed in conformity with all applicable environmental laws, and that proper municipal and provincial permits are obtained as required for each Project component.
- 4.4 All Infrastructure will be subject to a pre-design study prior to design and construction. The pre-design study report will include technical analysis and Life Cycle Costing and will contain a comprehensive explanation of the recommended option. This will inform the design and construction of the Infrastructure.

5.0 DISC CAPITAL AND INFRASTRUCTURE FUNDING

- 5.1 The receipt, application and disbursement of funds under the Settlement Agreement or this Agreement between DISC and Lubicon Lake Band, in accordance with the terms of this Agreement and the Settlement Agreement, shall not be considered as substitutes for normal funding and programming which may otherwise be made available by Canada.

6.0 MANAGEMENT OF THE PROJECT

- 6.1 The Project shall be managed by the Project Manager.
- 6.2 The Project Manager shall be selected by DISC and the Tribal Council (which will include as a participant the Owner's Engineer).
- 6.3 A Project Steering Committee will be established with representation from the Lubicon Lake Band, Kee Tas Kee Now Tribal Council, the Project Manager, DISC and other project participants.
- 6.4 A Project Implementation Committee will be established whose members will consist of the Project Manager, the owner's engineer, DISC's senior engineers, the construction engineer, and the design consultant.

7.0 POSSESSION, OPERATION, AND MAINTENANCE

- 7.1 Upon completion of the Project, the Lubicon Lake Band will take possession of the Infrastructure and shall have all of the rights and duties of an owner with respect to the Infrastructure, including any liabilities that may arise from the use of the Infrastructure. The Lubicon Lake Band shall be responsible for the ongoing maintenance and repair of the Infrastructure, and agrees to obtain and maintain in force liability insurance to cover any liabilities arising from the use of the Infrastructure by the Lubicon Lake Band or its members.

8.0 INSURANCE

- 8.1 DISC will require the Project Manager to provide the Lubicon Lake Band with a copy of all of the Contractor's policies of insurance and require the Project Manager to provide to the Lubicon Lake Band any notices of any material changes that restrict coverage or of cancellation of such policies. The Lubicon Lake Band is entitled to ensure that such policies of insurance are in force for the term of this Agreement.

9.0 INDEMNIFICATION

- 9.1 The Lubicon Lake Band shall indemnify and hold harmless DISC, and its officials, officers, employees, agents, and subcontractors against all damages, losses and costs, including third party claims (and including the reasonable cost of defending third party claims, on a solicitor and client basis), arising from the negligence or other tortious conduct of the Lubicon Lake Band Council or any Band councilor, employee, agent, or contractor of the Lubicon Lake Band connected to the construction of Infrastructure as part of the Project.

10.0 GOVERNING LAWS

- 10.1 This Agreement and all activities connected with the Project shall be governed by, and be interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein.

11.0 AMENDMENT

- 11.1 This Agreement shall not be amended nor modified nor shall any of its terms and conditions be waived except by Agreement in writing by DISC and the Lubicon Lake Band.

12.0 SUCCESSORS AND ASSIGNS

- 12.1 This Agreement shall enure to the benefit of, and be binding upon, DISC and the Lubicon Lake Band and their lawful administrators, successors and assigns.

13.0 ASSIGNMENT

- 13.1 Neither DISC nor the Lubicon Lake Band will assign this Agreement, either in whole or in part, without the written consent of the other.

14.0 COOPERATION AND DISPUTE RESOLUTION

- 14.1 DISC and the Lubicon Lake Band acknowledge that not every issue that may arise during a multi-year design and construction project may be addressed in this Agreement. Accordingly, DISC and the Lubicon Lake Band agree to cooperate with each other, to act in good faith, and to take all reasonable actions to enable the successful completion of the Project.
- 14.2 Any Dispute between DISC and the Lubicon Lake Band relating to the Project shall be dealt with under the dispute resolution provisions set out in the Administrative Agreement.

15.0 REPORTS TO BAND MEMBERS

- 15.1 The Lubicon Lake Band will report to their members at least once a year regarding implementation of this Agreement.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement, the schedules attached hereto and related amendments, and the Administrative Agreement, the schedules attached thereto and any related amendments, constitute all the obligations of the Parties with respect to the Project.

17.0 NOTICES

- 17.1 Where in this Agreement any notice, request, direction or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, by courier or sent by facsimile transmission or e-mail addressed to the Party for whom it is intended. Any notice, request, direction or other communication shall be deemed to have been given on the date of delivery.

Notices shall be addressed to:

Lubicon Lake Band

Chief and Council
Lubicon Lake Band No. 453
Box 1351
St. Isidore, Alberta
T0H 3B0
Fax: (780) 629-2356

Department of Indigenous Services Canada

Marie-Josée Goulet
Director, Major Infrastructure Project Delivery
10 Wellington Street, Gatineau, QC, K1A 0H4
Fax: 819-934-3321
E-mail: marie-josée.goulet2@canada.ca
Phone number: 819-953-2456

18.0 EFFECTIVE DATE

- 18.1 Notwithstanding when this Agreement is signed, it shall be effective once the Settlement Agreement and the Administrative Agreement have been executed by all Parties.

19.0 EXECUTION

- 19.1 Each Party agrees to be bound by this Agreement as evidenced by the signatures of its representatives.

LUBICON LAKE BAND NO. 453, as represented by its Chief and Council

_____ Chief Billy Joe Laboucan	_____ DATE
_____ Councillor Brian Laboucan	_____ DATE
_____ Councillor Joe Auger	_____ DATE
_____ Councillor Jason Laboucan	_____ DATE
_____ Councillor Timothy Sawan	_____ DATE
_____ Councillor Troy Laboucan	_____ DATE

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

Jean-François Tremblay
Deputy Minister

DATE:_____

SCHEDULE “A”

CAPITAL PLAN

GENERAL

1. All Infrastructure will be supplied with the appropriate fittings and equipment to permit it to meet its operational purpose.
2. The Pan-Canadian Framework on Clean Growth and Climate Change, recommends the use of more efficient building standards, and incorporates energy efficiency and clean technologies in the design of buildings and residential housing. As such, renewable energy technologies such as solar panels to generate electricity or hot water will be considered.
3. Understanding the importance of sustainability, all new buildings will be designed with sustainability as one of the key design criteria. This will entail performing life-cycle analyses to ensure that new buildings have lower environmental impacts than typical buildings over the expected lifecycle of the asset.
4. The following is a list of Infrastructure that will be constructed or provided. The sections following this section describe this Infrastructure in more detail.
 - i. Residential housing
 - ii. Community water and waste water services
 - iii. Solid waste management services
 - iv. Three phase power for all Buildings and single phase power for all residential housing
 - v. Heating units, and heating source, for all residential housing and Buildings
 - vi. Lighting for all residential housing and Community Buildings and street lighting in the core area of the community
 - vii. Ability to connect telephone lines and fibre optic lines to all Buildings
 - viii. All-weather gravel roads and driveways
 - ix. Public works building and public works lot and mobile maintenance equipment
 - x. Fire station and fire truck
 - xi. Administration building
 - xii. Community multi-purpose building
 - xiii. School and teacherages
 - xiv. Community health centre
 - xv. Aboriginal Head Start (preschool) building

DETAILED DESCRIPTION OF INFRASTRUCTURE TO BE CONSTRUCTED OR PROVIDED

1. Residential Housing

Approximately one hundred and forty four (144) residential housing dwellings will be built under the Project. The number of residential housing dwellings required will be determined by the Project Implementation Committee based on the Lubicon Lake Band's membership list which, as of the Effective Date of this Agreement, contains six hundred and fifty (650) individuals. The type and distribution of residential housing dwellings will be determined by the Project Implementation Committee based on community demographic needs and will include such specialized housing as multi-family dwellings, elders' residences, and dwellings with increased accessibility for the disabled.

A density level of four point five (4.5) people per residential housing dwelling is to be achieved by DISC, the Lubicon Lake Band, and the Project Manager within five (5) years of the Effective Date of this Agreement. A review will be completed by the Project Implementation Committee within four (4) years of the Effective Date of this Agreement to determine whether this density level has been achieved.

2. Community Water and Wastewater Services

Water and wastewater services will be provided to all Buildings on the Community Land eligible under DISC's Capital Facilities and Maintenance Program policy. The Project Implementation Committee will determine the type of water and wastewater system that will be provided based on feasibility studies and Life Cycle Costing that meet the requirements outlined in the *Protocol for INAC-Funded Infrastructure*.

Water for the community is expected to be provided by New Water Ltd. and the distribution method will be confirmed with a feasibility study.

3. Solid Waste Management

Solid waste management services appropriate to the needs of the community will be provided. The results of a regional waste management plan study commissioned and funded by DISC will be provided to the Project Implementation Committee for consideration.

4. Electrical System

Three phase power will be supplied to the community health centre, drinking water supply and wastewater treatment sites, school, and other buildings (except residential housing) from the closest source. Single phase power will be supplied to all residential housing and other structures not requiring three phase power, as recommended by the local utility provider.

5. Heating

All Buildings will contain individual heating units. The method for heating Buildings will be determined by the Project Implementation Committee based on Life Cycle Costing with consideration given to reducing greenhouse gas emissions and energy costs.

6. Lighting Systems

Exterior lighting will be integrated into the school, the administration building, fire station, public works building, community health centre, Aboriginal Head Start (preschool) building, community multiplex building, and the water and wastewater treatment sites. Overhead street lighting will be provided on roads that serve Buildings in the core area of the community, as determined by the Project Implementation Committee.

7. Communications

Telephone lines and fibre optic lines will be run to a central communications node on the Community Lands. Provision will be made to permit telephone lines and fibre optic lines to be run to all Buildings including residential housing, and other Infrastructure requiring connections, from the central communications node. DISC will ensure that the installation of fibre-optic lines and telephone lines is coordinated. However, the actual installation will be completed by communications providers.

8. Roads

Repairs to an estimated twelve (12) km of existing roads to bring them to an all-weather gravel road standard will be undertaken as part of the Project. An estimated additional seven (7) km of new all-weather gravel roads will be constructed to enable access to all residential housing and Buildings. All-weather gravel driveways will be built in to new residential housing lots and repairs will be made to existing driveways based on the same standard.

9. Public Works Building, Public Works Lot and Mobile Maintenance Equipment

The size of the public works building and the size of the fenced public works lot will be determined by the Project Implementation Committee. In addition to the foregoing, the following mobile maintenance equipment will be provided: one (1) grader, one (1) bulldozer, one (1) backhoe, two (2) tractors, one (1) bobcat/mulcher, one (1) float, three (3) pickup trucks, one (1) dump truck.

10. Fire Station

Fire protection will be provided in accordance to DISC's Level of Service Standard, as per the *Protocol for INAC-Funded Infrastructure*. Fire protection will follow a tiered approach including fire prevention and education programs (Tier 1), capacity development, training and effective operation of fire protection equipment (Tier 2), and construction of a fire station (Tier 3) and these activities will be completed concurrently. As per Tier 3, a fire station will be built and equipped to DISC standards. The fire station will have two (2) bays and will be equipped with one (1) fire truck. Additional bays may be built based on the receipt of a written funding commitment from potential funding sources, such as Alberta Health Services and Health Canada.

11. Administration Building

The administration building will be up to six hundred and fifty (650) square meters in size and will be designed and furnished for use by elected Band officials and Band administrative staff. A larger-sized building may be built based on the receipt of a written funding commitment from potential funding sources.

12. Community Multi-Purpose Building

A community multi-purpose building for community gatherings, meetings, and recreational activities will be built and will include an indoor ice rink and a production kitchen for school and community use. The Project Implementation Committee will consider how the community multi-purpose building may be integrated with the school (such as through a physical connection).

13. School and Teacherages

A school for grade K4 (junior kindergarten) to grade 12 will be built and will be equipped based on the standards set out in DISC's *School Space Accommodation Standards*. The size of the school will be based on project student enrollment as of 2024-2025 which is projected to be approximately two hundred and fifty three (253) students (ten percent (10%) of whom could be special needs students). Fifteen teacherages will be built. The school will be designed to serve also as the community's emergency evacuation centre.

14. Community Health Centre

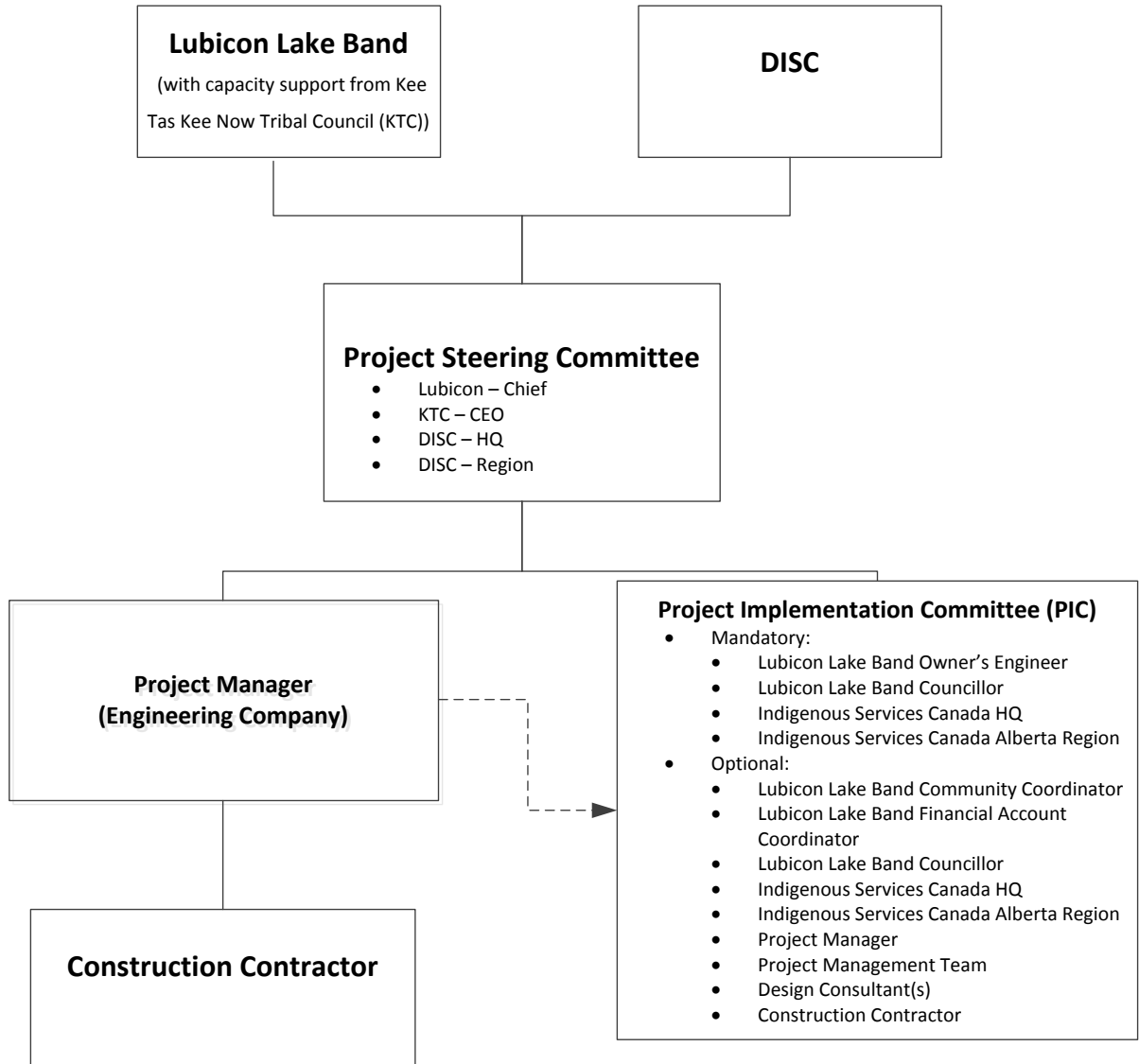
A community health centre will be built. The size, fit up, and other specifications will be confirmed and funded by DISC, based upon community programming and eligibility.

15. Aboriginal Head Start Building

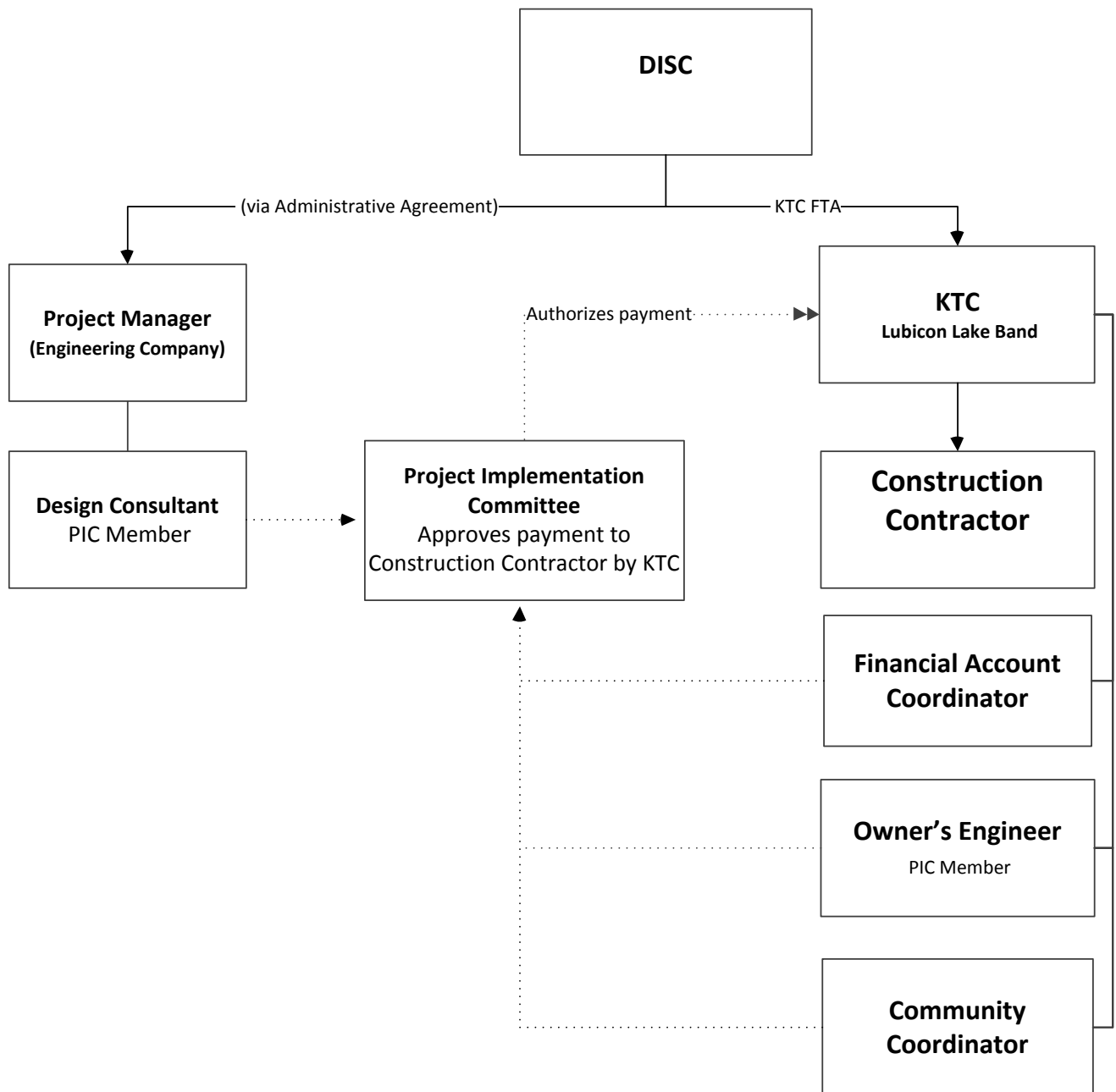
An Aboriginal Head Start building (pre-school) will be built. The size, fit up, and other specifications will be confirmed and funded by DISC, based upon the Aboriginal Head Start on Reserve program criteria.

SCHEDULE “B”:

Lubicon Settlement Project Governance Structure



Lubicon Lake Funding Model



(Schedule “B” continued)

Project Steering Committee

Mandate: To provide consensus-based decision making and oversight regarding project governance, service standards, communications, and the strategic direction of Project implementation.

Responsibilities:

- Reviews and approves reports and recommendations from the Project Implementation Committee.
- Reviews and approves significant changes in scope, budget, and schedule.
- Reviews and approves any proposed Infrastructure that does not adhere to DISC’s existing level of service standards.
- Reviews and agrees upon level of service standards where they do not exist in DISC’s existing policy documents.
- Facilitates appropriate sharing of information and announcements.
- Oversees dispute resolution as required.
- Review the terms of reference provided by the Project Implementation Committee and approve them if they are acceptable to the Project Steering Committee.

Committee Members:

- DISC Regional Representative (Chair)
- DISC National Representative
- Lubicon Lake Band Chief
- Kee Tas Kee Now Tribal Council CEO

Meeting Frequency: Quarterly; additional meetings as required

Project Implementation Committee

Mandate: To provide technical guidance and oversight for project delivery.

Responsibilities:

- Reports and provides recommendation to the Project Steering Committee.
- Provide strategic guidance and expert advice to the Project Steering Committee.
- Reviews the proposals that were received as part of each request for proposals and recommends contract awards.
- Recommends and approves invoice payments for construction contracting services.
- Reviews project financial status and budget and forecast position and reports.
- Recommends for approval all financial transactions and financial reports.
- Reviews attainability of design and recommends modifications of scope, budget, and schedule.
- Reviews Change Notices and Change requests that may have an impact on scope, budget and schedule. May approve if overall budget is unchanged, otherwise will make recommendation to the Project Steering Committee.
- Develop terms of reference for the Project Implementation Committee that are acceptable to the members of the Project Implementation Committee and submit them to the Project Steering Committee for review and approval.

Committee Members:

- DISC HQ Representative
- DISC Regional Representative
- Lubicon Project Manager
- Lubicon Council Designate
- Owner’s Engineer
- Design Consultant

- Construction Contractor

Meeting Frequency: Monthly; additional meetings as required.