

SIPEKNE’KATIK FIRST NATION – SUBDIVISION FEASIBILITY AND ENVIRONMENTAL ASSESSMENT

SCOPE OF WORK

Introduction

Sipekne’katik First Nation requires a feasibility study and environmental assessment in order to assess a proposed subdivision/serviced area extension. This feasibility study will form part of the funding proposal for the proposed subdivision capital project to be submitted for approval by ISC’s capital management officer and/or engineer.

Project Goals and Objectives

The intention is to receive responses for the purposes of providing Sipekne’katik First Nation with a feasibility study and environmental assessment.

The goal of the project is to provide Sipekne’katik First Nation with access to serviced lots on reserve comparable to the levels of service that would generally be available in non-native communities of similar size and circumstances.

A feasibility study is a flexible process that should be tailored to the specific circumstances of each project. This study was triggered to support sustainable community growth on reserve.

The feasibility study is crucial in determining the most technically sound and economically viable options available to achieve the objectives of a capital project and provide the planning information necessary for a project to move efficiently ahead to subsequent stages (design, construction and commissioning). The alternatives must meet the requirements of the Water and Wastewater Policy and Levels of Service Standards (LOSS) that Indigenous Services Canada (ISC) is prepared to financially support.

Please refer to the Protocol for INAC-funded Infrastructure (PIFI) to access the listing of statutes, regulations, policies, codes, directives, standards, protocols, specifications, guidelines, and procedures applicable under the Capital Facilities and Maintenance Program.

Scope of Services

The work of the recipient shall comprise, but is not necessarily limited to, the following tasks:

- The recipient shall demonstrate the need for a subdivision project and the benefits associated with the works and the consequences associated with not pursuing it.
- Inventory of existing vacant serviced lots. Create an overall community plan of Sipekne’katik First Nation that identifies the developed lots and undeveloped lots. This exercise would determine the number of existing, vacant serviced lots that could be infilled/re-developed. The plan would be updated periodically as lots are developed and would also graphically show community water and sewer infrastructure.
- Verify that sufficient capacity exists in the water and wastewater systems to service the proposed subdivision. This must be justified with calculations to show that existing infrastructure can accommodate the new subdivision.
- Provide an estimate of housing/population growth to relate the unused inventory to the two year and eight year lot supply requirements; after the extension of serviced lots, the total number of serviced lots, either residual inventory or new, shall not exceed the First Nation’s eight year projection of lot requirement.

- Provide justification for any service area extension (if required) as outlined in ISC's Water and Wastewater Policy and Level of Services Standards.
- Estimated cost of engineering and construction.
- Completion of Part of this work would also include the completion of the Environmental Project Description form as well as the Simple Environmental Review Report. Species at risk identified (flora and fauna) should be documented and pictures provided

A preferred solution should be recommended, whether it is an expansion, retrofit or repair of the existing facilities or the construction of new facilities. Based on this information, federal funding is sought through INAC's CFMP program.

Prepare a feasibility report which presents the most technically sound and economically viable option(s) available to achieve the objectives of a capital project and provide the planning information necessary for a project to move efficiently ahead to subsequent stages.

Reporting Requirements

Draft Report - All information gathered during the feasibility study must be incorporated in a technical report. The recipient shall prepare a draft report detailing the study methodology, supporting data assumptions, findings, and recommendations. The draft report shall be submitted electronically to the Sipekne'katik First Nation by the date specified in the contract.

Final Report - The final report shall be presented in the same format as above. It shall address issues and incorporate comments identified as part of the review of the draft report. The recipient shall submit to the Sipekne'katik First Nation the final report in six (6) identical hard copies appropriately bound. All documents considered being a part of the final report shall bear the signatures of the responsible professionals. The photos, plans and reports shall be submitted to Sipekne'katik First Nation in six (6) copies (paper format), and on two (2) memory sticks.

All information used to prepare the feasibility study must also be provided. Raw and compiled data, excel sheets, analytical certificates, supporting documents (reports, notes, logs, etc.), photos, plans and details and software outputs should be provided electronically in their original file format (ex: .xlsx, .dwg, .jpg). The base plans and details shall be uploaded electronically in AutoCad® format, in accordance with CAD standard. It should be noted that these documents may be used by Sipekne'katik First Nation to implement the design phase and construction plans under subsequent mandates by another Consulting Firm.

Minutes of all Project Meetings - The recipient shall ensure the minutes of all Project Meetings are recorded and distributed within one (1) day of the meeting for review by all participants. The minutes shall be concise. The minutes shall be saved in a word document. When approved by all participants, the minutes shall be kept on file by the recipient and included in the final report of the feasibility study.

Recipient Responsibilities

The recipient shall perform the services described herein in accordance with the terms and conditions of this RFP.

Standard of Care - In performing the services, the recipient shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the services are provided.

Time Schedule – The recipient shall submit in a timely manner to Sipekne’katik, for approval, a detailed time schedule for the services to be performed; and

adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of Sipekne’katik.

Project Information, Decisions, Acceptances, Approvals – Sipekne’katik shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the services provided by the recipient.

No acceptance or approval by Sipekne’katik whether expressed or implied, shall be deemed to relieve the recipient of the professional or technical responsibility for the services provided by the recipient.

Changes in Services - The recipient shall:

make changes in the services to be provided under this RFP, including changes which may increase or decrease the original scope of services, only when requested in writing by Sipekne’katik; and

prior to commencing such changes, advise Sipekne’katik of any known and anticipated effects of the changes on the fees estimate and schedule.

Codes, By-Laws, Licenses, Permits - The recipient shall comply with all statutes, codes, regulations and by-laws applicable to their work, including but not limited to those included in the Protocol for INAC-Funded Infrastructure (PIFI) and that are applicable at this stage. When necessary, the recipient shall review its work plan with appropriate jurisdictional authorities and obtain through the various application processes all proper consent, approvals, licenses and permits required to construct and operate drinking water facilities.

Provision of Staff - The recipient shall submit to Sipekne’katik for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the recipient to provide the services identified in the project and submit any subsequent changes to Sipekne’katik for approval. The recipient shall not change key staff assigned to the project without written permission of Sipekne’katik. Sipekne’katik reserves the right to request reasonable changes to key staff to suit the requirements of the project.

Sub-Consultants - The recipient shall:

prior to any project, notify Sipekne’katik of any other Sub-Consultants with whom the recipient intends to enter into agreements for part of the services and, on request, provide details of the terms, and Services to be performed under the said agreements and the qualifications and names of the personnel of the Sub-Consultants proposed to be employed on any project;

include in any agreements entered into with Sub-Consultants such provisions of this Agreement as they apply to the Sub-Consultants’ responsibilities; and

upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, inform the Sub-Consultant of the recipient’s obligations to the Sub-Consultant under this Agreement.

Sipekne’katik may object to any Sub-Consultant within six (6) calendar days of receipt of notification and, on notification of such objection, the recipient shall not enter into the intended agreement with the Sub-Consultant.

Neither an agreement with a Sub-Consultant nor Sipekne’katik’s consent to such an agreement by the recipient shall be construed as relieving the recipient from any obligation under this Agreement or subsequent Projects, or as imposing any liability upon Sipekne’katik.

Health and Safety – Sipekne’katik recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. In order to meet those responsibilities, it insists that their recipient implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving recipient staff to undertake works on federal sites and work places.

Media - The recipient shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed Sipekne’katik representative(s).

Performance Evaluation - The recipient shall take note that an evaluation of its performance during and upon completion of the mandate could be performed by Sipekne’katik. The evaluation is based on the following criteria: design, quality of results, management, time and cost. Should the recipient's performance be considered unsatisfactory, the recipient may be declared ineligible for future Contracts.

Contact Information and Submissions

Contact Matthew Horton for additional information:

Cell: 902-956-2473

Email: mhorton@sipeknekatik.ca

Submissions

Sealed proposal will be accepted until 12:00 PM Atlantic Time **Extended to September 10, 2018**. Each proposal should be signed and submitted in a sealed envelope and addressed as follows:

RE: RFP # 2018-26

Brian Dorey
Director of Operations
Sipekne’katik
522 Church Street
Indian Brook, NS
B0N 1W0

The Sipekne’katik Band will not necessarily accept the lowest proposal received and it reserves the right to accept or reject any or all proposal submitted.

Sipekne’katik Band members will be given 15% preferential treatment on the price of the bid in the proposal evaluation process.

Actual contract pricing will be subject to reaching agreeable terms and conditions with the successful proponent.

Sipekne’katik is not responsible for any and all expenses associated with proposal development.