

13



CONSULTANT AGREEMENT

Agreement No: ^{19(1)(c)(10)(i), 24(1)(b)(ii)}

File: **1090-55-72**

BETWEEN:

Global Transportation Hub Authority (herein the GTHA) and
^{19(1)(c)(10)(i), 24(1)(b)(ii)}
(herein the Consultant)

WHEREAS the GTHA requires a consultant to provide the Services described in the attached Schedule A

AND WHEREAS the Consultant is qualified and able to provide the said Services to the GTHA

NOW, THEREFORE, in consideration of the mutual covenants herein contained the Parties agree as follows:

1 CONSULTING SERVICES

- 1.1 The Consultant shall provide the Services described in Schedule "A", (herein the Services) to the GTHA on the terms and conditions set forth in this Agreement.

2 TERM

- 2.1 The Consultant shall deliver the services in accordance with the times and dates set out in Schedule "A".

3 TERMINATION

- 3.1 At any time the GTHA may suspend or terminate the provision of Service pursuant to this Agreement upon notice in writing to the Consultant in which event the Consultant shall deliver to the GTHA any completed or partially completed work or documentation relating to the Service.
- 3.2 In the event of termination, except in the case of termination for cause, the GTHA shall pay to the Consultant in full satisfaction of its liability to the Consultant, an amount equal to the value of the Services performed in accordance with this Agreement and reasonable expenses to the date of suspension or termination and not previously paid by the GTHA. The GTHA will not be liable to the Consultant for any other claim, damage or loss and without restricting the generality of the foregoing, for loss of anticipated profit or loss of other business or commercial opportunity.
- 3.3 If the Consultant shall be become or be adjudged bankrupt, has made a general assignment for the benefit of creditors, or should a receiver be appointed on account of his or her insolvency, GTHA may, without prejudice to any other rights or remedies, terminate the Agreement. Any monies due to the Consultant may be applied by GTHA towards the cost of obtaining the services from another source, or

toward payment of any unpaid accounts, claims or demands due or owing by the Consultant and toward indemnifying and saving harmless GTHA against all claims, demands and actions which may arise as a result of the performance of this Agreement.

4 COMPENSATION

- 4.1 The GTHA agrees to pay to the Consultant, the hourly rates specified in the Statement of Work/Proposal submitted in accordance with Schedule A.
- 4.2 Payment over the maximum amount shall not be claimed by the Consultant without the prior written consent of the GTHA.
- 4.3 The GTHA shall reimburse the Consultant for actual and reasonable expenses. All expenses claimed must be substantiated by proper receipts.
- 4.4 The Consultant will make every reasonable effort to reduce its expenses, including by using office, clerical and other services provided or made available to it by the GTHA.
- 4.5 The GTHA is not subject to the Goods and Services Tax for Services purchased from the Consultant and GST is not to be claimed by the Consultant.

5 INVOICING AND PAYMENT

- 5.1 The Consultant shall submit invoices to:
Global Transportation Hub Authority
Attention: 24(1)(e)
Telephone:
Fax:
Email:
- 5.2 Invoices shall include a report of the Services provided with sufficient details and particulars to permit the GTHA to determine the service for which payment is claimed.
- 5.3 Notwithstanding any other provision in this Agreement, if the GTHA believes in good faith that the Services were not provided in accordance with the terms of this Agreement, or if the GTHA suffers loss, damage or costs due to the errors or omissions of the Consultant, then without limiting any other right or remedy available to the GTHA, it may set off such loss, damage or costs against any sum owing to the Consultant or withhold further payment, any portion thereof, pending resolution pursuant to Article 12 of this Agreement.
- 5.4 Payment, use or approval by the GTHA does not constitute acceptance or a waiver of any right or claim that it has against the Consultant or relieve the Consultant of liability or responsibility for Services that are not performed in accordance with, or do not comply with, the terms of this Agreement.

6 PROGRESS REPORTS

- 6.1 The Consultant shall report to the GTHA from time to time as may be requested.
- 6.2 The GTHA may provide to the Consultant and the Consultant shall accept such direction concerning the provision of the Services as the GTHA considers necessary or advisable.

7 USE OF THE CONSULTANT'S NAME AND WORK

- 7.1 The GTHA may attribute a report, study or other materials produced by the Consultant, including the analysis, conclusions, findings, opinions and recommendations contained therein, to the Consultant, provided that the GTHA shall use its best efforts to accurately, fairly and completely represent the analysis, conclusions, findings, opinions and recommendations.

8 INDEPENDENT CONTRACTOR

- 8.1 The Consultant shall be fully responsible for payment of any applicable employer and employee contributions or deductions for its employees, imposed by law or other authority, including but not limited to contributions or deductions owing under the *Income Tax Act (Canada)*, the *Canada Pension Plan Act*, the *Employment Insurance Act (Canada)*, or workers' compensation legislation.
- 8.2 The Consultant's employees are not, nor shall they be deemed to be at any time during the term of this Agreement, employees of the GTHA or under the direction of the GTHA.
- 8.3 The Consultant shall at its expense, unless otherwise agreed in writing, procure all permits, licenses, certificates, clearances or consents required to permit provision of the Services.
- 8.4 The Consultant shall observe, keep and perform all laws, ordinances, rules and regulations of any governmental unit or agency affecting the performance of any aspect of the Services including, without limitation, legislation respecting workers' compensation and occupational health and safety, including regulations promulgated under such statutes and will require compliance therewith by its employees, agents and subcontractors.

9 CONSULTANT QUALIFIED TO PERFORM THE WORK

- 9.1 The Consultant warrants that it is fully and properly experienced, authorized, qualified, licensed, equipped, organized and financed to provide the Services.
- 9.2 The GTHA acknowledges that the role of the Consultant is to provide counsel based on the research, analysis and the experience of the Consultant. The GTHA remains responsible for executing its decision making authority.

10 STANDARD OF WORK

- 10.1 The Consultant shall exercise the degree of skill, care and diligence that is required to provide the Services in a good and professional manner, in accordance with good and recognized standards, methods, practices and principles employed in the industry for similar work and in accordance with the terms of this Agreement and all applicable codes, laws and regulations.
- 10.2 The Consultant warrants that the provision of the services under this Agreement shall not infringe on any third party "Intellectual Property Rights" (patents, trademarks, copyrights, trade secrets) and agrees to be liable for and fully defend and indemnify the GTHA at the Consultant's expense against all claims relating to any infringement of Intellectual Property Rights.

11 LIMITATION ON DAMAGES AND INDEMNITY

- 11.1 The Consultant shall indemnify and hold harmless the GTHA, its ministers, officials respective directors, officers and employees from and against all claims, actions and other proceedings of any kind, including costs, that are made, brought or prosecuted against the GTHA, or its ministers, officials or employees that arise from, are based upon or are attributable to the acts or omissions of the Consultant or its officers, employees, agents or contractors.
- 11.2 **GTHA assumes no liability in contract or tort or pursuant to any other theory of liability for any representation or information contained in the Agreement or any information or representation made or supplied collateral thereto, or any reliance placed thereon by the Consultant.**

12 GOOD FAITH AND REASONABLE

- 12.1 The Parties represent to one another that they will act reasonably and in good faith when carrying out their obligations.
- 12.2 The Parties agree to act reasonably in exercising any discretion, judgment, approval or extension of time which may be required to affect the purpose and intent of this Agreement. Whenever the approval or consent of a Party is required under this Agreement, such consent shall not be unreasonably withheld or unduly delayed.
- 12.3 The GTHA will make available to the Consultant all relevant information and expertise in a timely manner and cooperate with the Consultant in all reasonable respects.

13 DISPUTE RESOLUTION

- 13.1 In the event that any dispute arises between the Consultant and the GTHA concerning the interpretation, rights, obligations or performance of this Agreement, the Parties shall:
 - (i) Meet and negotiate in good faith to resolve the dispute
 - (ii) If the dispute cannot be resolved through negotiation at the operational level, the Parties shall refer the matter to their most senior executive officers

(iii) If the dispute cannot be resolved through negotiation at the executive level, the Parties shall refer the matter to a professional mediator

(iv) If mediation is unsuccessful the dispute shall be resolved before a single arbitrator in accordance with the *Arbitration Act*

13.2 The fees and expenses of the mediator and arbitrator shall be shared equally by the Parties.

13.3 Unless otherwise instructed in writing by the GTHA the Consultant shall continue to carry out its duties under this Agreement during proceedings under this section.

14 CONFIDENTIALITY

14.1 Information contained in the Agreement or acquired by the Consultant by way of further inquiries, either verbally or in writing or through observation, or supplied by GTHA to the Consultant or obtained by the Consultant in the course of negotiating and concluding the Agreement with GTHA or supplied by GTHA or obtained by the Consultant in the course of supplying Goods, Services or Work to GTHA pursuant to the Agreement, is considered by GTHA to be the confidential and proprietary information of GTHA. Such information shall not be used or disclosed in any manner by the Consultant without GTHA's prior written approval, including disclosure to third parties as required to provide services within this Agreement.

To the extent that such information includes "personal information" as that term is defined from time to time in The Freedom of Information and Protection of Privacy Act of Saskatchewan, the Consultant shall, in respect of such information, comply in all respects with the requirements of that legislation.

15 PROPERTY, COPYRIGHTS, INTELLECTUAL PROPERTY RIGHTS

15.1 All intellectual property (including but not limited to documentation, reports, programs, schematics and procedures) developed specifically for, paid for and provided to GTHA under this Agreement, shall belong to GTHA. The Consultant shall deliver GTHA the work, the products as well as documents, reports, brochures, and manuals prepared by the Consultant for GTHA in connection with the Agreement.

All other intellectual property including but not limited to documentation, reports, programs, patents, invention, discovery, improvements of procedure, designs and methods of techniques conceived by the Consultant will be the sole property of the Consultant.

16 SUBCONTRACTS

16.1 The Consultant shall not assign, subcontract or sublet this Agreement or any of the work or services without the written consent of GTHA. The Consultant is solely responsible for the quality of services and/or goods and materials supplied by its sub-consultants. The Consultant assumes responsibility to co-ordinate all activities relating to its sub-consultants. Any intent by the Consultant to subcontract any portion of the work or services must be detailed in the Agreement by formal amendment, including the name of the sub-consultant, address, field of activity and the extent of the work or services to be subcontracted.

- 16.2 The Consultant shall be liable to the GTHA for the sub-consultant's obligations under this Agreement; and to the GTHA for the acts and omissions of any sub-consultants and its personnel as if they were the Consultants acts or omissions.
- 16.3 The Consultant must ensure that any subcontract contains terms that oblige the sub-consultant to perform its obligations under the subcontract in a manner that ensures that the sub-consultant complies with its obligations under this Agreement.

17 INSURANCE

- 17.1 The Consultant shall, without limiting any of its obligations and liabilities, procure and maintain at its own expense, with respect to and for the duration of the Agreement, insurance as required within this Article. The Consultant shall be responsible to ensure its Sub-consultants procure and maintain at their cost equivalent insurance. The terms of insurance shall cover its Insurable obligations under this Agreement, including the following minimum insurance coverage:
- (i) Workers' Compensation to the full extent required in jurisdiction in which the services are being performed and wherever the Consultant's personnel contracts of employment are made or expressed to be made
 - (ii) Commercial General Liability insurance, with a minimum limit not less than ^{19(1)(c)(ii)} 19(1)(c)(ii) for each occurrence of personal injury, bodily injury (and death) and property damage
 - (iii) Automobile Liability Insurance covering all motor vehicles owned, operated or licensed by Consultant with a minimum bodily injury and property damage limit of 19(1)(c)(ii) Inclusive
 - (iv) Professional Liability/ Errors and Omissions Insurance – The Consultant shall maintain and effect such insurance covering claims arising out of any actual or alleged errors, acts or omissions of the Consultant or its employees in the performance of services as part of this Agreement with a limit of not less than 19(1)(c)(ii). Such insurance shall remain in force from the date of execution of the Agreement and for two years after the date performance of the work or services
 - (v) Property Insurance covering loss of or damage to property and equipment of the Consultant or for which the Consultant is legally liable or responsible and used in performance of the services for the full replacement value
 - (vi) Any other insurance which
 - a) either party is required by law to provide
 - b) is imposed by any government authority
 - c) a party deems appropriate to protect its interests for risks assumed in this Agreement or otherwise
- 17.2. The insurance provided by the Consultant pursuant to this Article shall be provided in accordance with the following terms and conditions:
- (i) the Commercial General Liability policy shall include the GTHA, its affiliates, together with its respective directors, officers, representatives, agents and

employees as additional Insured on a primary basis for liability arising out of or in relation to or operations performed under or incidental to this Agreement

- (ii) each policy of insurance shall provide endorsement or otherwise that insurers waive their rights of subrogation against the GTHA
- (iii) such policies shall provide that a thirty (30) day written notice shall be given to the GTHA prior to any cancellation of any such policy or policies;
- (iv) the Consultant shall provide Owner with a duly authorized certificate of insurance within ten (10) days of signing this Agreement;
- (v) subject to the other provisions of this Agreement, the Consultant shall provide any other insurance which it is required by law to provide, as well as other insurance as may, from time to time, be requested by the GTHA;
- (vi) the Consultant will be responsible for any deductibles or self insured retentions;
- (vii) before commencing any services under this Agreement, the Consultant will deliver to Owner a certificate from the appropriate Workers' Compensation Board showing the Consultant has registered and is in good standing with such Board or Commission.

18 FORCE MAJEURE

18.1 If the Consultant is delayed in the performance of its obligations under this Agreement by fire, flood, insurrection, riots, strikes, acts of the enemy, acts of governments including governmental agencies and other bodies, acts of God, or by default by the GTHA in the supply of necessary information or instructions, or any other causes reasonably beyond the control of the Consultant (not including insolvency or bankruptcy), then the time for performance of the obligation of the Consultant under this Agreement shall be extended for a period equivalent to the time lost by reason of the cause or causes aforesaid.

19 GENERAL

- 19.1 The Consultant shall not assign its obligations under this Agreement without the written consent of the GTHA.
- 19.2 This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations. No implied terms or obligations of any kind by or on behalf of the GTHA shall arise from anything in this Agreement or otherwise, and the express provisions and agreements contained herein are the only provisions and agreements upon which any rights against the GTHA may be founded.
- 19.3 No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto.
- 19.4 This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan. All proceedings whether by arbitration or otherwise to determine rights and obligations of the Parties shall be conducted in the City of Regina in the Province of Saskatchewan unless otherwise agreed in writing.
- 19.5 This agreement shall terminate on **August 31, 2014 unless otherwise amended.**



IN WITNESS WHEREOF the Parties hereto have executed this Agreement in duplicate on the dates set forth below their signatures.

Global Transportation Hub Authority

Consultant

Per **24(1)(e)**

Per **24(1)(e)**

Date: Aug 27, 2013

Date: August 26th, 2013.



SCHEDULE 'A'

Project Scope

The project scope, terms, timelines and deliverables are contained in the attached Proposal submitted by 24(1)(k)(ii) titled – Global Transportation Hub Consulting Services Proposal Land Services– forms Schedule A of the agreement.

19(1)(c)(i)(ii); 24(1)(k)(ii)

Global Transportation Hub
350 - 1777 Victoria Avenue
Regina, SK S4P 4K5

May 23, 2013

Re: **Proposal to Provide Consulting Land Services for Potential Acquisition of Additional Land for GTH**
Inquiry Number LS112013

19(1)(c)(i)(ii); 24(1)(k)(ii) formerly known as 19(1)(c)(i)(ii); 24(1)(k)(ii) is pleased to provide the Global Transportation ("GTH") with a proposal in response to a Request for Proposals (RFP) for Land Consulting Services, more specifically to provide options to GTH on the potential acquisition of additional land or options to purchase additional land within proximity to the footprint of the GTH. The proposal has been prepared in response to the RFP and to provide specific information on our:

- Dedicated and professional staff available for this work;
- Experience providing land services for fee simple surface purchases;
- Cost effective structure and pricing;
- Multiple offices should stakeholders reside away from subject area; and
- Business model involving a suite of services not offered by traditional land consultants.

All correspondence should be directed to 24(1)(e) Manager Land Services at 24(1)(e)
24(1)(e)

Sincerely;

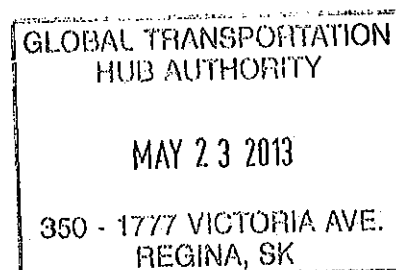
24(1)(e)

24(1)(e)

Manager Land Services

24(1)(e) - phone
- fax

24(1)(e)



19(1)(c)(i)(ii); 24(1)(k)(ii)

**Global Transportation Hub
Consulting Services Proposal
Land Services**

Inquiry Number LS112013

Prepared For:

**Global Transportation Hub
350 – 1777 Victoria Avenue
Regina, SK S4P 4K5**

Prepared By:

19(1)(c)(i)(ii); 24(1)(k)(ii)

May 2013

19(1)(c)(i)(ii); 24(1)(k)(ii)

2. Summary & Nature of Business

Since 1978, 19(1)(c)(i)(ii); 24(1)(k)(ii) has provided industry-leading expertise and comprehensive consulting services to a range of clients in the energy industry, real estate industry, government, mining resources and the commercial & industrial development industry. 19(1)(c)(i)(ii); 24(1)(k)(ii) operates four distinct business divisions that include Land, Environment, Safety and Vegetation Management. With this unique service offering we are positioned to provide high quality service to clients throughout the life cycle of a variety of projects. 19(1)(c)(i)(ii); 24(1)(k)(ii) is positioned with local personnel available. We are continually evolving our geographic footprint, our service offering and our professional quality service.

The list below illustrates the various consulting services 19(1)(c)(i)(ii); 24(1)(k)(ii) offers:

- o Surface Rights Acquisitions (fee simple and partial rights)
- o Document preparation and contract administration
- o Title searches and interest registrations
- o First Nations Consultation
- o Damages Assessments & Settlement
- o Expert testimony
- o Market Analysis and Highest and Best Use Analysis
- o Environmental Planning and Environmental Impact Assessments (EIA)
- o Environmental Site Assessments

19(1)(c)(i)(ii); 24(1)(k)(ii) brings both knowledge and dedication to every project and we strive to keep abreast of current government regulations and evolving technology. Our careful assessment and evaluation ensures with each and every project that all land and environmental issues meet industry standards and government regulations in a way that is both timely and cost-effective. We provide professional highly trained staff to ensure the GTH project a success.

19(1)(c)(i)(ii); 24(1)(k)(ii)

3. Proponent Details & Experience

24(1)(k)(ii)

Since 2008, ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} has provided land services to ^{24(1)(k)(ii)} including mineral rights acquisition, surface rights optioning for the ^{24(1)(k)(ii)}. Over time we acquired numerous lease agreements, temporary work space agreements and all licensing and permitting required.

24(1)(k)(ii) ^{24(1)(k)(ii)} *Development Manager*

- Phone: 24(1)(e)
- Fax: 24(1)(e)

24(1)(k)(ii)

^{19(1)(c)(i)(ii), 24(1)(k)(ii)} has provided and continues to provide services to ^{24(1)(k)(ii)} on pipeline projects throughout Saskatchewan. The projects have included survey consent, easement acquisition, temporary and extra workspace acquisition, damage settlements and administrative support. We also take an administration role in public awareness, landowner notifications and data maintenance in various areas of the province on behalf of ^{24(1)(k)(ii)}

24(1)(k)(ii) *Land Manager*

- Phone: 24(1)(e)
- Fax: 24(1)(e)

24(1)(k)(ii)

^{19(1)(c)(i)(ii), 24(1)(k)(ii)} has provided and continues to provide services to ^{24(1)(k)(ii)} on several projects throughout Saskatchewan. We have been involved with purchasing and leasing mineral rights, public consultation and surface leasing. We are currently engaged in and negotiating with owners for a large surface tract for a minesite in Central Saskatchewan. We are also maintaining contracts and managing landowner payments on their behalf.

24(1)(k)(ii) *Land Manager*

- Phone: 24(1)(e)
- Fax: 24(1)(e)

24(1)(k)(ii)

We provide services to ^{24(1)(k)(ii)} for land acquisition for highways takings and analysis of highest and best use, appraisal review and stakeholder consultation

24(1)(k)(ii) *Property Manager*

- Phone: 24(1)(e)
- Fax: 24(1)(e)

19(1)(c)(i)(ii); 24(1)(k)(ii)

4. Proposal

Surface Purchasing Program – Fee Simple

In developing a fee simple purchase program for land that will be required by GTH for long term use it is important to build the proper front end planning and strategy into proposed solutions. ^{19(1)(b); 24(1)(ii)} has developed this proposal with strategy for successful purchase and consistency of message as our primary focus. Further to Article 3.3 of the RFP we do not anticipate utilizing any subcontractors for this work.

19(1)(b); 19(1)(c)(i)(ii)

1. 19(1)(b); 19(1)(c)(i)(ii)

2. 19(1)(b); 19(1)(c)(i)(ii)

3. 19(1)(b); 19(1)(c)(i)(ii)

4. a. 19(1)(b); 19(1)(c)(i)(ii)

b.
c.
d.
e.
f.
g.

If additional or alternate land is a viable option, this exercise should be completed for each block of land. Having options and/or areas of potential activity can be an important acquisition strategy.

19(1)(b); 19(1)(c)(i)(ii)

1. 19(1)(b); 19(1)(c)(i)(ii)

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After the strategy session, a review of all potential data should be conducted, maps developed, a project prospective finalized and the purchase process should begin.

Fee Simple Purchasing Process

The fee simple purchasing of surface rights is paramount for any development project. Potential purchasers often require large tracts of land in order to carry out operations. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} is well equipped to manage and execute this portion of the project. We have been involved with fee simple acquisitions of surface rights in the past. Once again the key to accomplishing this lies in building trust. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} submits that we carry out valuations and negotiations as transparent and as objectively as possible. Our process is described more in detail in **Appendix A**. Based on our experience this negotiation can result in a wide array of landowner emotions and can affect progress. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} submits we base all offers off of approximate market value then multiplied by a factor to reflect us as the motivated purchaser. That avenue enables us to be consistent with the basis of our offers throughout the exercise.

Contingency Planning

Fee simple titleholders cannot be forced to sell. This is not a typical market whereby there are willing informed purchasers and willing informed sellers. At the same time it is vitally important to strategize in order to eliminate potential for landowners to gain significant negotiation power by grouping together. There may be a need for strict confidentiality. Optimum point balance lies between obtaining a workable price for both GTH and the landowner.

Project Management

^{19(1)(c)(i)(ii), 24(1)(k)(ii)} has extensive experience on numerous projects throughout Saskatchewan. Our involvement has ranged from project outset where we have assisted greatly in project location to reclamation and abandonment if/when the time comes. We have an excellent track record in relationship building and partnering with our clients both past and present.

Preparation & Acquisition of Contracts

We have the ability to draft contracts, modify contracts or utilize standard contracts as provided by GTH. Our administration staff prides itself on attention to detail. We have the knowledge and experience to provide clean accurate documents in a timely fashion. Such contracts include but are not limited to Purchase and Sale agreements, Option agreements, transfer authorizations and all associated ISC requirements. We also handle interest registrations, beneficiary and general contract review and analysis. Our field team is outfitted with all technology as required and has the mobility to cover the province and beyond. We have successfully negotiated tens of thousands of acres of surface rights and possess vast experience negotiating all forms of contracts.

Public Consultation & Representing the GTH

High profile projects have been a focal point in Western Canada over the past several years. With the recent economic upturn in Saskatchewan the demand for land has increased substantially. As a result far more freehold landowners, farmers and other stakeholders will be affected. We have participated in numerous open houses, closed group landowner meetings as well as representing clients before regulatory bodies. We have been extremely successful in building trust with landowners, industry neighbours, municipalities as well as government regulators. Our professionalism is highly reflected in all of our employees through both conduct and appearance. Great pride is taken in maintaining a

19(1)(c)(i)(ii); 24(1)(k)(ii)

professional work environment which is reflected in the demeanour and attitude of all employees.^{19(1)(c)(i)(ii); 24(1)(k)(ii)}
 personnel will be continuously responsible in attending all project meetings, and will proudly represent GTH wherever and whenever necessary.

Settlement of Damages

We have extensive experience not only with agricultural damages (crop loss, extra field work, specialty crops, etc.) but also in areas of urban development where the damages may be items such as loss of income stemming from rent (parking lots, industrial storage lots, etc.). Our field team is experienced in agriculture, crop types, and livestock. We have carried out numerous projects affecting specialty crops and projects in developed areas.

Land Administration & Confidentiality

All files are handled in a professional manner at^{19(1)(c)(i)(ii); 24(1)(k)(ii)} ensuring security and lowering risk to the client. Our administration staff constantly strives for perfection in all the file paperwork, whether the documents be generated in-house at^{19(1)(c)(i)(ii); 24(1)(k)(ii)} or provided by GTH. Our senior administrators and managers ensure quality assurance and quality control of all deliverables. Attention to detail along with understanding of the contents and meaning of the contracts is what sets our admin team apart from the competition. All file documents will be securely stored and all personal information will be protected at all times.

5. Pricing & Personnel

In response to Article 4.2 of the RFP, please refer to **Appendix B** which shows our estimate of the total costs to acquire a hypothetical 160 acre parcel adjacent to the GTH. The said estimate is based on the rates below.

Contract Price Rates

Hourly Rate	19(1)(b)	/hr
Office Rate	19(1)(b)	/hr
Mileage Rate	19(1)(b)	/km

Proposed Personnel

Name	Classification/Qualifications	Office Location
24(1)(k)(ii)	Manager Land Services	Regina
	Land Agent	Regina
	Land Agent	Regina
	Land Agent	Regina
	Land Agent	Regina
	Land Administrator	Regina
	Land Administrator	Regina
	Land Administrator	Regina
	Land Administrator	Regina

19(1)(c)(i)(ii), 24(1)(k)(ii)

6. Innovations or Alternatives

^{19(1)(c)(i)(ii), 24(1)(k)(ii)} believes in incorporating where possible innovations into our work process. We constantly work with our clients to develop new procedures on how to complete all projects more efficiently and effectively. Some areas we have used innovation on similar projects include:

- GIS Mapping: 19(1)(a);(b)

19(1)(a);(b)

- Integration of Services: 19(1)(a);(b)

19(1)(a);(b)

- Consultation: 19(1)(a);(b)

19(1)(a);(b)

7. Equitable Employment

^{19(1)(c)(i)(ii), 24(1)(k)(ii)} employment equity position is to provide equal employment and advancement opportunities to all individuals. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} is committed to providing employment opportunities to visible minorities and we make reasonable accommodations for qualified individuals with known disabilities. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Personnel of aboriginal decent and of visible minority are listed above and will be active on this project if ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} is awarded the work.

19(1)(c)(i)(ii); 24(1)(k)(ii)

8. Health & Safety

We are committed to conducting operations in a manner that protects the health and safety of all employees, contractors, clients and the public. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} leads by example and we understand how important a safe worksite is. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} will take all reasonable and practicable means to ensure a safe and healthy working environment for anyone who enters a ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} work site. Our safety program has been developed to ensure that every project is as safe as possible for everyone involved. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} holds a Certificate of Recognition (COR) and works within the land industry as a leader in implementation of safety programs. We attempt to manage risk associated with our land business through employee involvement in monthly safety meetings, and in particular journey management to help manage the risks associated with driving and weather conditions.

The ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} Health & Safety Program is designed to ensure compliance with the Occupational Health & Safety Act, Regulations and Code, and to utilize practices and procedures, which meet or exceed regulatory or recognized industry standards, as they pertain to our areas of responsibility.

With the cooperation and commitment to safety of all ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} personnel, we maintain a safe and healthy working environment for the benefit of its co-workers, families, clients, and the public.

^{19(1)(c)(i)(ii), 24(1)(k)(ii)} is a member of the Partners in Injury Reduction (PIR) Program. We achieved COR status in 2005 and have maintained same annually since. We are committed to continual improvement in safety policies, practices and procedures to ensure accountability and responsibility for the safety of our workers. Our employees undergo job-specific safety training, and are encouraged to make the program their own through participation, comments and suggestions in developing our safety practices.

Commitment to excellence in safety reaches beyond the project area, to every employee at ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} we believe that in order to be effective, management must be aware of and committed to ensuring high safety standards on every project. ^{19(1)(c)(i)(ii), 24(1)(k)(ii)} is an active member of ISNetwork, Complyworks, PICS and more.

19(1)(c)(i)(ii); 24(1)(k)(ii)

APPENDIX A

Surface Purchase Process	
1	19(1)(b); 19(1)(c)(i)(ii)
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19(1)(c)(i)(ii); 24(1)(k)(ii)

APPENDIX B

GTH - Surface Acquisition Scenario for One Parcel			
Substance	Time (hours)	Rate	Total
Title Pull & Review	19(1)(b)		
Creating & Updating LInelist			
Document Prep and assembly			
Caveat Registrations/ISC work			
Final Package			
Find Owners/Tenants and phone calls			
Correspondence with owners and lawyers			
Proofing Docs			
Face to Face Meetings			
Mileage			

Assumptions

1. Based on Article 4.2 of RFP
2. Contract documents are reasonable and prepared by GTH
3. Offer prices to be at a minimum fair market value