

**THE CORPORATION OF THE CITY OF KENORA**

**BY-LAW NUMBER 16-2006**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF A CONTRACT  
BETWEEN THE CORPORATION OF THE CITY OF KENORA AND  
KGS GROUP**

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**WHEREAS** the Corporation of the City of Kenora deems it necessary to execute a Contract between The Corporation of the City of Kenora and KGS Group with respect to the provision of professional landscape architectural and engineering consulting services for the Downtown Revitalization Project.

**NOW THEREFORE** the Council of the Corporation of the City of Kenora enacts as follows:

1. **THAT** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute a Contract between The Corporation of the City of Kenora and KGS Group in accordance with the terms and conditions therein and affix the Seal of the Corporation thereto.
  
2. **THAT** this by-law shall come into force and be in effect from and after the final passing thereof.

**BY-LAW READ A FIRST & SECOND TIME THIS 30<sup>th</sup> DAY OF JANUARY, 2006**  
**BY-LAW READ A THIRD & FINAL TIME THIS 30<sup>th</sup> DAY OF JANUARY, 2006**

**THE CORPORATION OF THE CITY OF KENORA**

.....**MAYOR**  
**David S. Canfield**

.....**CITY CLERK**  
**Joanne L. McMillin**



## **Consulting Contract**

-between-

**KGS Group**

-and the-

**City of Kenora**

### **1.0 Contract for Services**

The City of Kenora (hereafter referred to as the City) hereby engages the services of KGS Group (hereafter referred to as KGS) for the provision of professional landscape architectural and engineering consulting services.

KGS shall undertake the specific tasks and activities as outlined in the proposal to provide Landscape Architectural/Engineering Design Services for the City of Kenora Downtown Revitalization Project.

### **2.0 Assignment of Services**

KGS shall not assign this agreement, or any part of this agreement, or retain subcontractors not specified in the consultant's proposal, without prior written consent from the City.

### **3.0 Term of Contract**

This contract covers a time period commencing on December 12, 2005 and ending the earlier of December 31, 2007 or upon the completion of the project.

### **4.0 Fees, Disbursements and Billing**

Fees and disbursements shall be set at a rate as set out in the KGS Group consulting proposal. Eligible disbursement costs includes all travel, telephone, fax, mileage, meal and incidental office costs associated with the completion of the project objectives, tasks and activities. Total costs for the services shall not exceed \$609,900 (including GST) as set out in the fee proposal.

KGS shall invoice the City in monthly installments, and set out in a manner reflective of the phased costing in the proposal. The invoices shall be submitted monthly, and include detail of percentage of completion of each phase. The total fees to be invoiced is to an upset limit of \$609,900.00, including GST.

## **5.0 Reporting**

For the purpose of monitoring the progress of the project, and accountability for professional services rendered, KGS shall report to the Downtown Revitalization Project Team for the City of Kenora as indicated in the Terms of Reference. Mr. Jeff Port, City Planner, will be the lead contact for the City of Kenora.

KGS shall adhere to the work plan as described in the proposal that sets out the tasks and activities to be undertaken in the proposal.

## **6.0 Reports and Written Materials**

At the completion of the project, KGS Group will produce print and electronic master copies of all reports, in a format acceptable (Microsoft Word and AutoCAD) to the City.

## **7.0 Intellectual Property**

All materials including, but not limited to, documents, raw data, research, processes, technology programs and reports produced in the performance of this agreement shall belong to the City of Kenora.

## **8.0 Publicity**

Any public relations, media reporting or publications relating to this agreement, or services rendered through this agreement shall be through the City of Kenora unless otherwise specified.

## **9.0 Conflict of Interest**

KGS shall disclose an interest in any project whereby there would be a direct pecuniary interest derived from work undertaken in the fulfillment of the contractual obligations associated with this project.

## **10.0 Changes to the Contract**

No additional funds shall be paid to the consultant for any additional work for which prior authorization has not been given in writing. The contract may be revised during the project provided a complete analysis of the effect of any proposed change is submitted and agreed upon in writing by both parties. This analysis would include an assessment of the impact on target dates and costs.

**11.0 Entire Agreement**

Subject to section 1.0, this Agreement, in accordance with the following documents:-

- **KGS Document** - Detailed Landscape Architectural/Engineering Design Services: Downtown Revitalization Proposal for Consulting Services; and
- **City of Kenora Document** - Consultant's Terms of Reference: Proposal for Landscape Architectural/Engineering Design Services: City of Kenora Downtown Revitalization,

constitute the entire Agreement between the parties. There are no other agreements, understanding, representation; either collateral or otherwise.

**12.0 Insurance**

KGS Group shall provide proof of insurance coverage indicating a minimum of five million dollars (\$5,000,000.00) liability insurance and identifying the deductible amount.

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Date	{	Per: _____
	{	D.Canfield, Mayor
	{	
	{	
	{	Per: _____
	{	J.McMillin, Clerk
	{	
	{	
	{	KGS Group
	{	
	{	
_____	{	Per: _____
Date	{	