



## **Consulting Contract**

-between-

**J.Harper & associates**

-and-

**Scatliff+Miller+Murray Inc.**

-and the-

**Corporation of the City of Kenora**

### **Schedule "A"**

#### **1.0 Contract for Services**

The Corporation of the City of Kenora (hereafter referred to as "**the City**") hereby engages the services of J.Harper & associates and Scatliff+Miller+Murray Inc. (hereafter referred to as "**the Consultants**") for the provision of a Recreation Facility and Service Analysis.

THE CONSULTANTS shall undertake the specific tasks and activities as outlined in the proposal to provide a detailed recreation facility and service analysis for the City of Kenora.

#### **2.0 Assignment of Services**

THE CONSULTANTS 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 July 1, 2009 and ending the earlier of December 31, 2009, 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 as follows:

	<b>Planning Components</b>	<b>Time</b>	<b>Cost</b>
1.	Site visits, data collection, meetings & presentations (15)	12 days	\$12,000
2.	Interest group interviews/focus groups (up to 25)	4 days	\$ 4,000
3.	Mechanical condition assessment		\$ 5,000
4.	Data analysis and interpretation	7 days	\$ 7,000
5.	Draft and final report preparation	15 days	\$15,000
6.	Project administration	2 days	\$ 2,000
7.	Disbursements Incl. travel, graphics, mapping & printing		\$ 5,000
	<b>TOTAL</b>		<b>\$50,000</b>

The proposed schedule of payment is:

- September 30, 2009 30%
- October 30, 2009 30%
- November 30, 2009 30%
- Hold back to Completion 10%

\*\* Conditional upon the receipt of work completed, submission of an invoice for the work and approval by the Community Services Committee.

#### **5.0 Reporting**

For the purpose of monitoring the progress of the project, and accountability for professional services rendered, The Contractors shall report to the Recreation Services Manager of the Community Services Department of the City of Kenora. Ms. Colleen Neil, will be the lead contact for the City of Kenora.

THE CONTRACTORS 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, the Contractors will produce print and electronic master copies of all reports, in a format acceptable (Microsoft Word and PDF's) 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**

THE CONTRACTORS 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 Contractors 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, including the following Schedules;

- **Schedule “A”** – Proposal of Service for the City of Kenora Recreational Facility and Services Analysis submitted by J.Harper & associates and Scatliff+Miller+Murray Inc.

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

_____ Date	{	<b>City of Kenora:</b>  Per: _____ <div style="text-align: right;">L. P. Compton Mayor</div>
	{	
	{	Per: _____ <div style="text-align: right;">J.McMillin, Clerk</div>
	{	
	{	<b>J.Harper &amp; associates</b>  Per: _____
_____ Date	{	
	{	<b>Scatliff+Miller+Murray Inc.</b>  Per: _____
_____ Date	{	