

CONTRACT FOR PROFESSIONAL SERVICES INGRAM DIGITAL ELECTRONICS

This Contract, dated _____, 20__, is between the **City of Lemoore** (the City) and **James W. Ingram dba Ingram Digital Electronics Company** (the Contractor) whereby the Contractor agrees to provide the City with certain professional services for a project known and described as Water System Mixing Upgrade Controls (the Project) and the City agrees to pay the Contractor for those services.

1. Scope of Services

In consideration of the compensation stated in paragraph 2, the Contractor agrees to provide the City with the professional services described in Exhibit A, the Contractor's proposal, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: upgrade the existing RUGID Microcomputer control system to control mixing valves, pumps and tank levels.

2. Payment

- (A) The method of payment for this contract is payment by installments. Total compensation for the services performed shall be the sum of one hundred and seventy thousand and No/100 Dollars (\$170,000.00), plus approved adjustments.
- (B) The City shall pay the Contractor installments based on progress reports and detailed invoices submitted by the Contractor. The City is to make such payments within thirty (30) days after receipt of the progress report and detailed invoice from the Contractor.

3. Time of Performance

The Contractor shall complete all services by December 30, 2010. In the event delays are experienced, the schedule may be revised as mutually agreed upon by the City and the Contractor. A penalty in the amount of \$500 per day may be charged should project not be completed on time.

4. Personnel

All of the services required hereunder will be performed by the Contractor or under his supervision.

5. Reporting

- (A) The City's primary representative for this Contract shall be the Public Works Director. The City Manager shall be an alternate representative. The Contractor's representative shall be James W. Ingram. Reliance by the City on representations by any other person shall be at the City's own risk.
- (B) The City shall review submittals by the Contractor and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Contractor's work.

6. Independent Contractor

In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent, servant or employee of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials,

equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services.

7. Changes

If any changes are required in the scope of services to be performed under this Contract or to the Contract price, such changes must be mutually agreed upon in writing before they will be regarded as part of this Contract.

8. Termination of the contract

- (A) This contract may be terminated at any time by mutual written agreement between the City and the Contractor.
- (B) The contract may be terminated at any time by either party for material violations of the provisions of this Contract provided that the party seeking to terminate the contract give written notice of (1) the intent to terminate the contract, (2) the grounds for cancelling the contract and (3) the effective date of the cancellation which must provide an amount of time, not less than seven (7) days in which to correct the violation.
- (C) If, for any reason, this contract is terminated, the Contractor shall be entitled to receive just and equitable compensation for all work completed under the contract.

9. Contract Agreement

- (A) All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- (B) No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- (C) There shall be a six (6) month warranty on all parts, programs and workmanship.

IN WITNESS WHEREOF, the City of Lemoore has caused this contract to be executed by its duly authorized officers and the Contractor has subscribed the same.

INGRAM DIGITAL ELECTRONICS

Dated: _____, 2010

Contractor

CITY OF LEMOORE

Dated: _____, 2010

City Manager

Ingram Digital Electronics Co.

1744 East Caldwell Avenue • Visalia, California 93292-9214 • email: idecingram@yahoo.com
Phone (559) 625-2977 • Fax (559) 625-9039 • Mobile (559) 799-3164 •

DATE: Apr 27, 2010

TO: City of Lemoore Public Works
ATTN: David Wlaschin, Public Works Director
711 W Cinnamon Dr
Lemoore, CA 93245

SUBJ.: **Contract Exhibit A: Water System Mixing Upgrade Controls**

Dear Sirs,

The following are the estimated costs for upgrading the existing RUGID Microcomputer control system to control mixing valves, pumps and tank levels.

1. Upgrade existing controls and add required additional equipment to provide total system control for your upgraded fresh water system:
 Rugid Master, Wellfield, & Wells 7, 10, 11, 12, 13 & 14 ... \$93,000
2. Install Backup Equipment for increased system reliability to include providing redundant controls for every location such that any failed RUGID equipment may be swapped out by doing a connector unplug and plug exchange (by minimally trained personnel)
 Total cost.....\$56,000
3. Install Red Lion HMI "Touchscreen" Operator Interactive System
 Total cost.....\$21,000

Total Job Costs	\$170,000
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Work will be phased, in consultation with the City's representatives, to create a working system as a first priority. e.g. the above list of work will likely be done in numeric order

Very Truly Yours

James W Ingram,
Ingram Digital Electronics Co

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