

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND IPS GROUP PARKING &
TELECOMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF CREDIT
CARD-ENABLED SINGLE SPACE PARKING METERS, DOME MOUNT VEHICLE
DETECTION SENSORS, SPARE PARTS AND ONGOING SUPPORT SERVICES

This Agreement is entered into by City of La Mesa as of this ____ day of _____, 2024, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as the "City", and IPS Group Parking & Telecommunications, hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City operates Parking District 1 in an area commonly known as the Downtown Village where public parking in the District is metered;

WHEREAS, since 2010 the City has utilized credit and debit card capable parking meter mechanisms and other equipment and services produced and provided by Contractor;

WHEREAS, the City desires to replace outdated coin-only parking meters with new credit card-enabled single space parking meter mechanisms, parking sensors and other equipment produced and provided by Contractor;

WHEREAS, the City desires to engage Contractor to purchase and install parking meter mechanisms, parking sensors, and other equipment and render certain technical and professional services related to collection and management of parking data and procure ongoing technical and professional services from Contractor and is willing to compensate Contractor for such services;

WHEREAS, Contractor is qualified to provide said professional services, and

WHEREAS, the City Council has adopted Resolution No. _____ approving the Agreement for the purchase and installation of credit card-enabled single space parking meters, dome mount vehicle detection sensors, spare parts and ongoing support services.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term from the execution date of the Agreement through June 30, 2026 and may be renewed for an additional two (2), one-year terms by mutual written consent of both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this agreement on behalf of the City.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Section 7 of this Agreement under the pricing terms described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of trained and qualified personnel employed by Contractor for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONTRACTORS

Contractor will utilize the services of the following subcontractors during the course of this study:

1. To be determined (if necessary), as needed, with City approval

Payment for such services shall be the responsibility of the Contractor. No substitution of proposed subcontractors shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The City Manager for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Contractor, or cause to be provided with, the following documents, services and site information, at no charge to the Contractor.

- A. Locations and pole identification numbers of all parking meters to be upgraded from coin-only meters to new credit card-enabled single space parking meters and dome mount vehicle detection sensors produced and provided by Contractor.
- B. Assistance of Parking Enforcement staff with removal of existing coin-only meters, access to storage area at Public Works yard, and other assistance as necessary.

SECTION 7: PERFORMANCE SCHEDULE

Both Contractor and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Contractor and the City.

Accordingly, the Contractor shall provide credit card-enabled single space parking meters, dome mount vehicle detection sensors, and ongoing support services under the pricing terms outlined in Exhibit “A”, attached hereto and incorporated herein and as described in this Agreement in accordance with the following schedule:

TASK A

Install credit card-enabled single space parking meters and dome mount vehicle detection sensors upon purchase by City.

Target Date: No later than one (1) month after purchase or order date.

TASK B

Deliver spare components upon purchase by City.

Target Date: No later than three (3) months after purchase or order date.

TASK C

Provide and activate warranty service as described in Exhibit “B” attached hereto and incorporated herein as part of this Agreement.

Target Date: At completion of installation.

The Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Contractor's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

Final payment for the capital purchase of credit card-enabled single space parking meters, dome mount vehicle detection sensors and spare parts, including sales tax, shall be made in accordance with payment terms described in Section 10 (Method of Compensation) of the Agreement.

The prices reflected in Exhibit “A” shall remain fixed until June 30, 2026. Thereafter the prices will be adjusted as provided for in Exhibit “A” with effect from June 30, 2024.

Payment for fixed, ongoing services shall be made monthly in accordance with payment terms described in Section 10 (Method of Compensation) of the Agreement.

SECTION 9: RECORDS

Contractor shall maintain adequate records to permit inspection audit of Contractor's time-and-material charges under this Agreement. Contractor shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with

approval, funding or audit functions. Such records shall be maintained by the Contractor for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Contractor for all agreed-upon labor, materials, hardware components, and spare parts after receipt of Contractor's invoice.

The City shall compensate Contractor for the fixed, ongoing wireless gateway/data fees, management system fees, vehicle detection sensor fees, and credit card transaction fees within thirty (30) days of receipt of Contractor's invoice detailing all such charges. The Contractor shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 and subcontractor charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 11: ITEMS TO BE DELIVERED TO CITY

Quantity and target date as agreed to by the parties in writing.

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefor will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Contractor for revisions required by reason of omissions or errors by the Contractor in the preparation of the original document, plans, working drawings, or specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Contractor could provide, or cause to be provided, include the following:

- A. Additional work related to the Project that is mutually unforeseen and not yet identified.

Contractor will be compensated for Contractor time and direct personnel expenses as approved by the City. Payment for such additional services shall include Contractor's time at the rates shown in Exhibit "A".

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A:VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate

- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) WORKERS' COMPENSATION insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (iv) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Contractor's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii) Contractor shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of this Agreement or the commencement of work by Contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to City for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period

satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, Contractors, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Contractor and subcontractors under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Contractor shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 18: INTEGRATION; AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 19: NOTICES

Notices and requests to the City or Contractor shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

City:

La Mesa City Manager

City of La Mesa

8130 Allison Avenue

La Mesa, CA 91942

(619) 667-1195

citymgr@cityoflamesa.us

Contractor:

Chad Randall, Chief Operating Officer

IPS Group Parking & Telecommunications

7737 Kenamar Court

San Diego, CA 92121

(858) 568-7609

SECTION 20: DISPUTE RESOLUTION

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any subcontractors of any tier arising out of or relating to their agreement with the City or the breach thereof ("disputes") first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall provide written notice to the Contractor of such breach and afford the Contractor a ten (10) calendar day period in which to remedy such breach, failing which the City shall have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than thirty (30) days written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by City and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 22: BUSINESS LICENSE

The Contractor, including all subcontractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all subcontractors. Business license applications and information may be obtained from the Finance Department, City Hall, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118 or online at cityoflamesa.us/buslic.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 27: PERS ELIGIBILITY INDEMNIFICATION

In the event that Contractor's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 28: TIME

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

SECTION 29: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 30: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 31: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each

subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 32: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

SECTION 33: JOB SITE SAFETY

The general or prime Contractor who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime contractor and all subcontractors of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime contractor's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 34: PREVAILING WAGES FOR PUBLIC WORKS PROJECTS

- A. No professional Contractor or subcontractor subject to the requirements of State of California's prevailing wages may be awarded a contract, or contracted with, for a public works project (submitted on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 35: CONFLICT BETWEEN AGREEMENT AND OTHER DOCUMENTS

In the event of a conflict between this Agreement and any documents incorporated by reference in this Agreement, the terms and conditions of this Agreement shall supersede those contained in any such document incorporated by reference.

SECTION 36: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

IPS Group Parking & Telecommunications

Date: _____

By: _____
Chad Randall, Chief Operating Officer

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

Attest: _____
Megan Wiegelman, City Clerk

Date: _____

By: _____
Greg Humora, City Manager

APPROVED AS TO FORM

CITY ATTORNEY

Attachments: Exhibit A – 2024 La Mesa Municipal Price List
Exhibit B – Warranties



2024 LA MESA, CA MUNICIPAL PRICE LIST

SINGLE-SPACE AND SENSORS

CAPITAL AND ONGOING COSTS

M5™ Capital Costs	New	Factory Certified*
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 0-500	\$535.00	\$395.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 501-1000	\$525.00	\$375.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 1000+	\$515.00	\$355.00
Optional: Add BLE capability	\$65.00	\$65.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ	TBQ
Installation (to be quoted based on scope)	TBQ	TBQ
Optional: Extended Warranty (12-month period)	\$50.00	\$60.00
Optional: Extended Warranty (48-month period)	\$170.00	\$200.00

M5™ Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.60	\$9.00
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on the need	

VEHICLE DETECTION SENSORS CAPITAL AND ONGOING COSTS

Vehicle Detection Sensors Capital Costs	Price per unit
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$3.00

SPARE PARTS

M5™ Spare Part Pricing	M5™
Single Space Electronic Meter Mechanism	\$535.00
Card Entry Keypad Assy	\$65.00
Hybrid Card Reader	\$75.00
Coin Validator	\$95.00
Complete Top Cover (with Lexan insert)	\$85.00
Lexan for Top Cover	\$25.00
Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$49.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$60.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$125.00
Display Board with NFC	\$145.00
BLE Beacon Upgrade	\$65.00
RFID Tag	\$10.00
MK5 Batter Charger (daisy chain charging unit)	® \$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$54.00

Sensor Spare Part Pricing	In-Dome	Pole
IPS vehicle detection sensor	\$295.00	\$295.00
Battery Replacement (per D-cell)	\$20.00	\$20.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

*Factory Certified meters are previously owned or trial meters but 100% inspected by IPS factory and carry standard 12-month warranty.

METER HOUSINGS & COLLECTION EQUIPMENT

METER HOUSINGS & ACCESSORIES

Product/Service	Price per unit
IPS Zinc top over Iron Vault-M90 style (large vault, std. IPS locks, black/grey color)	\$275.00
IPS All Iron -M95 style (large vault, std. IPS locks, black/grey color)	\$275.00
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$50.00
Small Capacity Coin Can with IPS locks (holds approx. \$45)	\$35.00
Standard IPS Locks	\$25.00
Standard IPS Keys	\$15.00

Yoke Assembly (Twin Mounting Adapter) std. black color (add \$15 if new mounting hardware is required)	\$85.00
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$55.00
Vintage Sleeve – std. black color	\$55.00
Vintage Base- std. black color	\$65.00
Collar for Vintage Sleeve – std. black color	\$35.00
Medeco/Abloy Mechanical Lock (lock only)	\$55.00
Medeco E-Lock (lock only) (NOTE: additional Medeco e-lock accessories require separate quote)	\$195.00
Shipping and Installation (per unit) – During normal business hours. (Ex Works –to be quoted based on final scope of work.	TBQ

COLLECTION SYSTEMS & ACCESSORIES

Product/Service	Price per unit
Collection Cart Only (standard)	\$500.00
Collection Cart Only (with enhanced suspension)	\$795.00
Standard Collection Head	\$500.00
Coin Collection Canister - Steel or Aluminum	\$500.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

REPLACEMENT PARTS & REPAIR SERVICES

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework, and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone (877) 630-6638 or (858) 404-0607 or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

Product/Service	Price per unit
Single Space M5™ Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping

Multi-Space MS1™ / MS3™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental, and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	\$995/day + parts
Shipping costs for any of the above shall be added to the final invoice	TBQ

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ON-SITE MAINTENANCE SERVICES

IPS can offer on-site technician services either part-time or on a full-time basis. The costs of the services are outlined below:

Item	Units	Unit Price
Part-Time IPS Technician	Per day	\$995/technician/day
Full-Time IPS Technician	Per month	TBQ is based on the scope of services. Would be inclusive of technician and IPS vehicle.

COUPON SMARTER

Product/Service	Price per unit
CouponSmarter for MSM's	\$5.00 per meter / month
CouponSmarter for SSPM's	\$0.50 per meter / month
Minimum Monthly Charge	\$100.00

MOBILE PAYMENTS

PARK SMARTER™ & TEXT-TO-PAY™ MOBILE PAYMENT SOLUTION

Per Transaction Fees	Fees
Secure Credit Card Gateway / Convenience Fee (per transaction)*	\$0.35
Optional: Pushing Time to Meter	\$0.10
Optional: Merchant Processing Fees (per transaction)	TBQ

***Per transaction fees:** IPS shall charge a user convenience fee described above, which shall be deposited with the client and invoiced monthly. Alternatively, IPS can quote a combination of fees plus merchant fees that can be paid directly from the merchant account.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small-ticket mobile payment merchant processing. Quotes for this service are available upon request

Product/Service	Price per unit
Mobile payment decals for SSPM (Front/Back)	\$4.50
Mobile payment decals for SSPM (Side)	\$3.95
Mobile payment decals for MSM	\$14.95
Decal Shipping	TBQ
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBQ

On-site setup: IPS shall provide the client with instructions on how to set up / install decals in support of the PARK SMARTER™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

IMPLEMENTATION WITH 3RD PARTIES

Product/Service	Price per unit
Implementation with 3 rd party for enforcement	TBQ
Customizations	\$200/hr

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the client with IPS enforcement software at prices not included in this proposal. Any client designated 3rd party that charges IPS for integration services will be passed along to the client.

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IPS LIMITED WARRANTY – METER SOLUTION

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided “as-is” and IPS shall provide bug fixes at no cost during the contract term.

Additional Warranty Provisions: IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs prepaid by the customer. Returns for credit will only apply once IPS has received a defective product (including any meter or subcomponent) and confirmed that

defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. The warranty specifically excludes any consumable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with third parties, or allowance of third party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any third-party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6-month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

1. Warranties.

- 1.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment C, being the IPS Limited Warranty. Extended warranties are available for an additional fee.
- 1.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the MUNICIPALITY's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the MUNICIPALITY.
- 1.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network but relies on third party carriers for this service. MUNICIPALITY agrees that it is not a 3rd party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the MUNICIPALITY and the carrier for this Agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this Agreement, IPS shall provide the MUNICIPALITY the ability to upgrade or change carriers as needed, at the prices contained herein provided that the new carrier's rates to IPS are not increased, or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the MUNICIPALITY.
- 1.4. IPS warrants that the software Services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the MUNICIPALITY software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or MUNICIPALITY data.
- 1.5. MUNICIPALITY warrants that it shall not share usernames or passwords to allow any 3rd party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. MUNICIPALITY further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 1.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3RD PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3RD PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3RD PARTY SUPPLIERS AFFIRMATIVELY EXCLUDE ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES

PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

- 1.7. The provisions of this Section will survive expiration or termination of this Agreement.