

**AGREEMENT WITH IPS GROUP, INC.  
FOR PARKING EQUIPMENT MATERIALS AND HOSTING SERVICES  
FOR  
DOWNTOWN SAN MATEO PARKING**

This Agreement, made and entered into this day of \_\_\_\_\_, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **IPS GROUP, INC.**, a Pennsylvania corporation ("CONTRACTOR"), whose address is 7737 Kenamar Court, San Diego CA 92121.

**RECITALS:**

A. CITY desires certain parking equipment materials and hosting services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these parking equipment materials and hosting services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR and his subcontractors shall comply with State's Prevailing Wage Laws.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. For the work performed for the City, the CONTRACTOR and his subcontractors shall pay the workers at the prevailing wage rate as determined by the California Department of Industrial Relations, for this locality. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR's work. CITY shall keep, at its own cost and expense, the Equipment in good repair, condition and working order.

CITY shall notify CONTRACTOR of any need for warranty repair or required repair work and will coordinate the return process with CONTRACTOR.

CITY shall provide first line maintenance for all meter mechanisms for the term of this Agreement as referred to in CONTRACTOR'S standard warranty contained in Exhibit B.

CITY shall use the Equipment in the proper manner and shall comply with and conform to all national, state and local laws and regulations in any way relating to the possession, use or maintenance of the Equipment.

CITY shall be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a CITY designated third party provider.

CITY shall keep the Equipment free and clear of all levies, liens and encumbrances, except those created by this Agreement. CITY shall pay, when due, all charges and taxes (local, state and federal), which may now or hereafter be imposed in conjunction with this Agreement.

### **SECTION 4 - TERM**

The services to be performed under this Agreement shall be completed on or about June 30, 2023.

### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR in an amount of \$300,000 a fee pursuant to rates stated in Exhibit A, attached and incorporated by reference.

## **SECTION 6 – TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

## **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

## **SECTION 8 – WARRANTIES**

CONTRACTOR shall provide a full 12-month warranty on all Equipment as described in Exhibit B in terms of the CONTRACTOR warranty contained therein. Extended warranties are available for an additional fee.

CONTRACTOR shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4 PM PST. CONTRACTOR shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM. CONTRACTOR shall ensure the availability of current manuals for any future upgrade or new services.

CONTRACTOR shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in and to the Equipment will pass to CITY on delivery. Title in and to the Equipment will transfer to CITY upon payment.

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF CONTRACTOR'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

## **SECTION 9 – INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

CITY exclusively and solely owns all CITY-Data and the intellectual property therein. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY's ownership rights in CITY Data. For purposes of this Agreement, "CITY Data" means all intellectual property of CITY, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

CONTRACTOR may not provide or disclose any CITY Data to any third party without CITY's prior written consent.

Any subcontract entered into by CONTRACTOR relating to this Agreement, to the extent allowed hereunder, must include like intellectual property provisions to ensure that CITY's ownership rights in CITY Data are preserved and protected as intended in this Agreement. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject CONTRACTOR to damages paid to CITY and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.

CONTRACTOR represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in CONTRACTOR Equipment and software being used by CITY in terms of this Agreement.

CONTRACTOR hereby grants CITY, including its departments, commissioners, officials, officers, employees, consultants, and agents all the rights and licenses required to use CONTRACTOR Equipment and software. Such rights and licenses are non-assignable, non-transferable and non-exclusive and specific only to use within the CITY during the term of this Agreement.

All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by CONTRACTOR and provided to CITY ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of CONTRACTOR and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in CONTRACTOR Pre-existing and Independently Developed IP.

CONTRACTOR understands the nature of public information and the requirement of the CITY to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, CITY also understands that the CONTRACTOR Equipment and software contain intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, to the extent permitted by the California Public Records Act, CITY agrees that it shall not knowingly agree, assist, or sell any Equipment or allow any third party to gain access to the Equipment, software, or documentation provided by CONTRACTOR for the purposes of reverse engineering, evaluation or any other purpose without the prior written consent of CONTRACTOR.

The provisions of this Section shall survive expiration or termination of this Agreement.

## **SECTION 10 - CONFIDENTIALITY**

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

## **SECTION 11 - INTEREST OF CONTRACTOR**

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 12 - CONTRACTOR'S STATUS**

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

## **SECTION 13 - INDEMNITY**

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

## **SECTION 14 - INSURANCE**

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

## **SECTION 15 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

## **SECTION 16 - RELIANCE UPON SKILL OF CONTRACTOR**

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

## **SECTION 17 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

## **SECTION 18- COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

## **SECTION 19 - NON-DISCRIMINATION**

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

## **SECTION 20 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation

and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

#### **SECTION 21 - LITIGATION**

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

#### **SECTION 22 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Sue-Ellen Atkinson  
City of San Mateo  
330 W. 20th Avenue  
San Mateo CA 94403

To CONTRACTOR: IPS Group, Inc.  
Attn: Chad Randall  
7737 Kenamar Court  
San Diego CA 92121

#### **SECTION 23 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

#### **SECTION 24 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and IPS GROUP, INC. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

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Azalea Mitch  
Public Works Director

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Chad Randall  
Its Authorized Agent  
Chief Operating Officer

If a Corporation, can be either 1) President or 2)  
Vice President plus an additional corporate  
officer (i.e., Secretary, Treasurer) who shall sign  
below.

APPROVED AS TO FORM

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Gabrielle Whelan  
Assistant City Attorney

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Brian Webber  
Treasurer and General Counsel

**Attachments:**

Exhibit A: Scope of Services and Rates  
Exhibit B: Limited Warranty  
Exhibit C: Insurance Requirements



## EXHIBIT A

### SCOPE OF SERVICES / PAYMENT RATES

For Equipment and Services as listed below:

- 119 IPS MS1 Multi-Space Pay Stations to replace McKay pay stations and garage pay on foot machines
  - 80 Pay Stations located On-Street
  - 39 Pay Stations located Off-Street (Surface Lots and Garages)
- 386 IPS MK5 Single-Space Smarter Meters to replace on-street coin only single-space meters
- Multi- and single-space meter spare parts as needed \$128,209.92 per year

<b>MS1 Multi-Space Pay Station (On-Street)</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Cost Per Month</b>
MS1 Pay Station (Purchased) <i>(Pay by Plate, Contactless, BNA)</i>	80	Per Unit	PAID	PAID
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	80	Per Unit per Month	\$55.00	\$4,400.00
Secure Credit Card Gateway Fee <i>(per transaction)</i>	80	Per Transaction	Included	Included

<b>MS1 Multi-Space Pay Station (Off-Street)</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Cost Per Month</b>
MS1 Pay Station (Purchased) <i>(Pay by Plate, Contactless, BNA)</i>	39	Per Unit	PAID	PAID
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	39	Per Unit per Month	\$25.00	\$975.00
Secure Credit Card Gateway Fee <i>(per transaction)</i>	39	Per Transaction	\$0.13	\$1,875.90

<b>MK5 Single Space Meter (On-Street)</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Cost Per Month</b>
MK5 Single Space Smart Meter	386	Per Unit	PAID	PAID
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	386	Per Unit per Month	\$6.25	\$2,412.50
Secure Credit Card Gateway Fee <i>(per transaction)</i>	386	Per Transaction	\$0.13	\$1,020.76

## **PRICING**

### **SINGLE-SPACE AND SENSORS**

#### **Capital and Ongoing Costs**

Product/Service	Price per unit
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag)	\$495.00
Optional: Add BLE capability	\$65.00
Optional: Add NFC contactless payment capability	\$45.00
Shipping (Ex Works – to be quoted based on volume and ship to zip code)	TBQ
Installation and Training (to be quoted based on scope)	TBQ
Optional: Extended Warranty (per 12 month period)	\$50.00
Optional: Extended Warranty (48 month period)	\$170.00

M5™ Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.25	\$8.75
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.06
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on need	

#### **Vehicle Detection Sensors Capital and Ongoing Costs**

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Pole 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	\$2.75

*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.*

### Spare Parts

M5™ parking meter Spare Part Pricing	M5™
Single Space Electronic Meter Mechanism	\$495.00
Card Entry Keypad Assy	\$55.00
Hybrid Card Reader	\$52.00
Coin Validator	\$75.00
Complete Top Cover (with Lexan insert)	\$75.00
Lexan for Top Cover	\$25.00
Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$35.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$45.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$95.00
Display Board with NFC	\$140.00
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-Ground	On-Pole	In-Dome
IPS vehicle detection sensor	\$150.00	\$295.00	\$295.00
Meter Comms Board (for sensor)	\$150.00	NA	NA
Battery Replacement (per D-cell)	NA	\$20.00	\$20.00

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### **MULTI-SPACE METERS**

MS1™ Multi-Space	Price Per Unit
IPS MS1™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Monochrome Display, Card and Coin, Solar powered, Includes 12-month warranty)	\$5,850.00
IPS MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, Includes 12-month warranty)	\$6,600.00
Shipping and Installation (per unit) – During normal business hours.  (Ex Works –to be quoted based on final scope of work. Concrete work is not included)	TBQ
Optional: Contactless Card Reader (NFC)	\$399.00
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,250.00
Optional: Additional Coin Box	\$195.00
Optional: Additional BNA Stacker	\$230.00
Optional: MS1 Extended Parts Warranty (per 12 month period)	\$295.00
Optional: MS3 Extended Parts Warranty (per 12 month period)	\$395.00

MS1™ Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$55.00	\$25.00 / \$55.00
Secure Credit Card Gateway Fee  (per transaction)	Included	\$0.13 / \$0.06
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on need	

*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.*

## Spare Parts

Spare Parts List	MS1™	MS3™
Standard Card Reader Assembly	\$129.00	\$149.00
AC power upgrade kit	\$150.00	\$150.00
Coin Validator Assembly	\$75.00	\$95.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00	\$1,250.00
Additional 600 note stacker cartridge*	\$230.00	\$230.00
Solar Panel Replacement Kit	\$795.00	\$895.00
Main Operating Board	\$995.00	\$995.00
4G wireless modem assembly	\$250.00	\$250.00
LCD Display only (monochrome)	\$295.00	n/a
LCD Display only (color)	n/a	1,100.00
Armored Display Glass	\$125.00	\$125.00
Thermal Printer	\$795.00	\$795.00
4-key Horizontal Keypad	\$69.00	\$69.00
4-key Horizontal Keypad	\$69.00	n/a
4-key Vertical Keypad	\$69.00	n/a
6-key Horizontal Keypad	\$75.00	\$75.00
Pay-by-Space Keypad Assembly	\$195.00	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$225.00	\$225.00
Coin Shutter	\$195.00	\$195.00
Contactless Payment Reader (NFC)	\$735.00	\$735.00
E-lock	\$175.00	\$175.00
Battery 32Ah (rechargeable)	\$324.00	n/a
Battery 72Ah (rechargeable)	\$450.00	\$450.00
Additional Large Coin Canister	\$195.00	\$195.00
Additional Small Coin Canister	\$95.00	\$95.00
Standard Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$25.00	\$25.00

Sticky Back Paper Rolls approx. 2400 2.75" tickets (.004" thick)	\$30.00	\$30.00
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### **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 (customersupport@ipsgroupinc.com). All items returned to IPS must be securely package 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 M3 <sup>TM</sup> Non-Warranty repair work (includes parts/labor)	\$125.00 + shipping
Single Space M5 <sup>TM</sup> Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping
Multi-Space MS1 <sup>TM</sup> 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.	\$150 per hour or \$950 per day
Shipping costs for any of the above shall be added to the final invoice	

*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.*

**EXHIBIT B**

**LIMITED WARRANTY**



### **IPS Limited Warranty**

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 pre-paid by the customer. Returns for credit will only apply once IPS has received 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. Warranty specifically excludes any consumable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3<sup>rd</sup> parties, or allowance of 3<sup>rd</sup> 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 3<sup>rd</sup> 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.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

**The City, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

#### ***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.