

SECOND AMENDMENT TO AGREEMENT NO. 33731

33731

THIS SECOND AMENDMENT TO AGREEMENT NO. 33731 is made and entered, in duplicate, as of May 11, 2021 for reference purposes only, pursuant to Resolution No. RES-14-0106 adopted by the City Council of the City of Long Beach at its meeting on December 2, 2014, by and between I.P.S. GROUP, INC., a Pennsylvania corporation (“Contractor”), with a place of business located at 7737 Kenamar Court, San Diego, California 92121, and the CITY OF LONG BEACH (“City”), a municipal corporation.

WHEREAS, the City of Sacramento has a Contract for the purchase and installation of single-space “smart” parking meters and related equipment (“Sacramento Contract”); and

WHEREAS, pursuant to Resolution No. RES-14-0106, City and Contractor (the “Parties”) entered into Agreement No. 33731 (the “Agreement”), to purchase and install electronic parking meters by virtue of the Sacramento Contract; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to extend the term to February 3, 2021; and

WHEREAS, the Parties desire to extend the term one (1) additional one-year period, increase the annual not to exceed amount to \$941,542 and attach an updated rate sheet;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties agree as follows:

1. The term of Agreement No. 33731 shall be extended commencing at 12:01 a.m. on February 4, 2021, and shall terminate at midnight on February 3, 2022, unless sooner terminated as provided in this Agreement, or unless the services to be performed or the Project is completed sooner. The term may be renewed for three (3) additional one-year periods, at the discretion of the City Manager.

2. For the term beginning February 3, 2021, City shall pay Consultant

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 an annual amount not to exceed Nine Hundred Forty-One Thousand Five Hundred Forty-
2 Two Dollars (\$941,542).

3 3. The Rates in Exhibit "B-2" attached to the Agreement are hereby
4 amended in accordance with Exhibit "B-3", attached hereto and incorporated by this
5 reference.

6 4. Except as expressly modified herein, all of the terms and conditions
7 contained in Agreement No. 33731 are ratified and confirmed and shall remain in full
8 force and effect.

9 IN WITNESS WHEREOF, the Parties have caused this document to be
10 duly executed with all formalities required by law as of the date first stated above.

11 I.P.S. GROUP, INC., a Pennsylvania
12 corporation
13 06-03-2021, 2021 By [Signature]
14 Name BRIAN WIEBER
15 Title General Counsel

16 6/3/2021, 2021 By [Signature]
17 Name CHAD P. RANDALL
18 Title COO

19 "Contractor"

20 CITY OF LONG BEACH, a municipal
21 corporation

22 June 25, 2021 By [Signature]
23 City Manager

24 "City" EXECUTED PURSUANT
25 TO SECTION 301 OF
26 THE CITY CHARTER

27 This Second Amendment to Agreement No. 33731 is approved as to form
28 on June 9, 2021.

29 CHARLES PARKIN, City Attorney
30 By [Signature]
31 Deputy

OFFICE OF THE CITY ATTORNEY
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11
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13 06-03-2021, 2021

I.P.S. GROUP, INC., a Pennsylvania
corporation

By [Signature]
Name BRIAN WEBBER
Title GENERAL COUNSEL

14
15 6/3/2021, 2021

By [Signature]
Name CHAD P. RANDALL
Title COO

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

16
17
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19
20 _____, 2021

By _____
City Manager

"City"

21
22
23 This Second Amendment to Agreement No. 33731 is approved as to form
24 on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

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26
27
28

EXHIBIT "B-3"

2021 Pricing List

SINGLE-SPACE AND SENSORS

Capital Costs 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.

EXHIBIT "B-3"

Spare Parts

M3 and M5 parking meter Spare Part Pricing	M3™	M5™
Single Space Electronic Meter Mechanism	\$495.00	\$495.00
Card Entry Die Casting	\$19.00	NA
Hybrid Card Reader	\$49.00	\$52.00
Card Entry Keypad Assy	NA	\$55.00
Coin Validator	\$69.00	\$75.00
Complete Top Cover (with Lexan insert)	\$69.00	\$75.00
Lexan for Top Cover	\$29.00	\$25.00
Coin Entry Slot	\$2.00	\$2.00
Keypad	\$25.00	NA
Validator Connector Board	\$15.00	\$15.00
M3 Battery Pack (standard)	\$29.00	NA
M3 Battery Pack (high capacity - garage)	\$39.00	NA
M5 Battery Pack (H3)	NA	\$35.00
Solar Panel / Communications Board	\$185.00	\$185.00
Main Board	\$185.00	\$185.00
Expiry Indicator (rear)	\$15.00	\$15.00
Display Board	\$49.00	\$95.00
Display Board with NFC	NA	\$140.00
RFID Tag	\$10.00	\$10.00
MK3 Batter Charger (table top charging unit)	\$1500.00	NA
MK5 Batter Charger (daisy chain charging unit)	NA	\$125.00

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

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	

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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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EXHIBIT "B-3"

MOBILE PAYMENTS MOBILE PAYMENTS

ParkSmarter™ Mobile Payment Solution

Product/Service	Price per unit
ParkSmarter™ mobile payment decals for SSPM	\$2.00
ParkSmarter™ mobile payment decals for MSM	TBQ
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 City with instructions on how to setup / install decals in support of the ParkSmarter™ 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 based on \$950/day/person.

Per Transaction Fees	Fees
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Pushing Time to Meter	\$0.10
Optional: Merchant Processing Fees (per transaction)	\$0.06-\$0.08

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required, but can be added to the user transaction if the City does not wish to pay this fee.

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.

Integration Services

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

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. If any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

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EXHIBIT "B-3"

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™ Non-Warranty repair work (includes parts/labor)	\$125.00 + shipping
Single Space M5™ Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping
Multi-Space MS1™ 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	

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EXHIBIT "B-3"

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 sub-components, 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 consummable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3rd parties, or allowance of 3rd 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 3rd 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.