

FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

I.P.S GROUP, INC.

[Installation and Maintenance of Multi-Space Parking Pay Stations]

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and I.P.S. GROUP INC., a Pennsylvania corporation, authorized to do business in California ("Consultant"), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated May 6, 2020 ("Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to provide for the purchase of additional pay stations and for the removal and recycling of the old pay stations.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 1, Scope of Services, is hereby amended to at the Services described in the Amended Scope of Services described in Exhibit "A-1" attached hereto and incorporated herein.
2. Section 3, Compensation, is hereby amended to include an amount not to exceed One Hundred Eighty-Five Thousand Seven Hundred Thirteen Dollars and Seventy-Nine Cents (\$185,713.79) as set forth in Exhibit "A-1" attached hereto and incorporated herein.
3. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

I.P.S. GROUP, INC., a Pennsylvania
Corporation authorized to do business in
California

By: _____
City Manager

By: Chad P. Randall
CHAD P. RANDALL
[Printed Name]
COO
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

By: [Signature]
BRIAN WEBBER
[Printed Name]
GENERAL COUNSEL
[Title]

Approved as to Form:

By: [Signature]
Ruthann M. Salera
Deputy City Attorney

"EXHIBIT A-1"
SCOPE OF SERVICES

7737 Kenamar Court
San Diego, CA 92121
1 877 630 6638
ipsgroup.com



January 26th, 2021

Erik Lue
Sr. Administrative Analyst
City of Riverside
Public Works Department, Parking Services Division
(951) 826-5677

Erik,

In follow up to our recent discussions regarding the removal and salvaging of Riverside single-space IPS Smart Meters and housings as well as the already removed multi-space housings, IPS and the City of Riverside agree to the following:

1. IPS will remove 153 IPS single-space parking meters in the downtown Riverside area at no additional cost in lieu of salvaging the internal mechanisms:
 - a. IPS will document (serial numbers and photograph) the single-space parking meters and provide this to the City
 - b. IPS will salvage the internal mechanisms of the single-space parking meters
 - c. IPS will transport the single-space parking meter housings to the Corp Yard
 - d. The City of Riverside will plan to have the single-space parking meter housings palletized once they arrive to City Corp Yard.
2. IPS will arrange to recycle 79 T2 multi-space pay stations and 153 IPS single-space parking meter housings at no additional cost:
 - a. IPS will arrange for a recycler to provide transportation equipment to the Corp Yard to haul away the multi-space pay stations and single-space parking meter housings
 - b. The City will assist with loading the multi-space pay stations and single-space parking meter housings onto the transportation equipment
 - c. The recycler will be responsible for securing the load(s) in preparation for haul away (multiple trips may be required)

Please let us know if you have any further questions or concerns regarding the above items.

Regards,

Patrick Smith
Regional Director of Sales – West
IPS Group, Inc.



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer
12/21/2020	IPS-2020-122183808	Riverside CA - DT Core (42)

Name / Address
Republic Parking System, LLC RPS of Riverside, CA 633 Chestnut Street, Suite 2000 Riverside, CA 92501

Ship To
Reef Parking 3750 Market St Riverside, CA 92501

Rep	P.O. No.	Terms	FOB
PS		Net 30	San Diego

Item	Description	Qty	Price	Total
767-052-4	MS1 Multi-Space Pay Station - Pay by Space with BNA (US Currency) EMV/Contactless	21	\$6,615.00	\$138,915.00
767-296	MS1/MS3 Standard Mounting Plinth	21	\$00.00	\$00.00
767-295	MS1/MS3 Standard Mounting Pedestal	21	\$00.00	\$00.00
767-089	MS1/MS3 Installation Hardware	21	\$00.00	\$00.00
Installation	On-site Services (2 Technician(s) - 5 Days)	1	\$9,500.00	\$9,500.00
Warranty Item 4-Year	Multispace 4-Year Additional Warranty (5-Total)	21	\$995.00	\$20,895.00



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer
12/21/2020	IPS-2020-122183808	Riverside CA - DT Core (42)

Name / Address
Republic Parking System, LLC RPS of Riverside, CA 633 Chestnut Street, Suite 2000 Riverside, CA 92501

Ship To
Reef Parking 3750 Market St Riverside, CA 92501

Rep	P.O. No.	Terms	FOB
PS		Net 30	San Diego

Item	Description	Qty	Price	Total
Notes-Freight	+ FREIGHT CHARGES (FEDEX_FREIGHT_PRIORITY)	1	\$2,420.41	\$2,420.41

Remarks:	None
----------	------

Subtotal	\$171,730.41
Sales Tax (8.750%)	\$13,983.38
Grand Total	\$185,713.79

TERMS AND CONDITIONS:

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Additional installation services required will be charged \$950/day per technician.
- Training and Commissioning will be \$1000 minimum on a new installation if applicable.
- If you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com

Signature _____