

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, and municipal corporation of the State of Colorado (the "City") and **IPS GROUP, INC.**, a Pennsylvania corporation whose address is 7737 Kenamar Ct, San Diego, CA 92121 (the "Contractor"), collectively, the "Parties" and individually a "Party."

RECITALS:

WHEREAS, the Parties entered into an Agreement dated November 4, 2022 (the "Agreement"), for the purchase and maintenance of parking meters with an on-street parking management system; and

WHEREAS, the Parties now wish to modify the Agreement to extend the Term, Increase the Maximum Contract Amount and to make such other changes as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. All references to "...Exhibit A..." in the existing Agreement shall be amended to read: "...Exhibits A and A-1..." as applicable. **Exhibit A-1** the Scope of Work is attached and incorporated to the Agreement.

2. Section 4 of the Agreement, entitled "**TERM**", is amended to read as follows:

"4. TERM: The Agreement will commence on November 1, 2022, and will expire, unless sooner terminated, on October 31, 2027 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and Term will extend until the work is completed or earlier terminated by the City."

3. Section 5 of the Agreement, entitled "**COMPENSATION AND PAYMENT**", Subsection 5.4 entitled "**Maximum Agreement Liability**", Subparagraph 5.4.1 is amended to read as follows:

"5.4.1. Maximum Agreement Liability: Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Six Million Five Hundred Thousand Dollars (\$6,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A and A-1** and **Exhibit B**. Any services performed beyond those in **Exhibits A and A-1** and **Exhibit B** are

performed at the Contractor's risk and without authorization under the Agreement."

4. A new Section 58 of the Agreement, entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", is hereby being added to read as follows:

"58. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: DOTI-202580559-01-[202264578-01]
Contractor Name: IPS Group, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

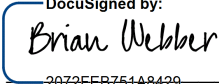
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202580559-01-[202264578-01]
IPS Group, Inc.

By:  2072FEB751A8429...

Name: Brian Webber
(please print)

Title: general counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

SCOPE OF WORK

Statement of Work (SOW)

Department of Transportation & Infrastructure

MS1 MULTI-SPACE PAY STATION

Installation & Maintenance Responsibilities

IPS will provide and complete the installation of the MS3 Pay Stations, ensuring a seamless and fully operational parking payment system for the **Department of Transportation & Infrastructure (DOTI)**. IPS will handle all aspects of deployment, including hardware setup, system configuration, and initial testing to ensure functionality and compliance with operational requirements.

As part of the implementation process, IPS will provide the necessary cellular service for the machines to operate. Our team will partner with DOTI to determine the best cellular service provider for each installation location. However, IPS cannot guarantee any specific level of coverage by the providers and bears no responsibility for mitigating factors that may affect service quality.

The City will be responsible for any permits required for installation. Additionally, any civil work such as pouring of concrete, electrical, will be the responsibility of the City.

Once installation is complete, ongoing maintenance and day-to-day operations of the MS3 Parking Pay Stations will be the responsibility of DOTI. This includes regular upkeep, troubleshooting, and first-level hardware servicing as needed. DOTI will also be responsible for managing power sources, and any physical repairs to the pay stations resulting from environmental or vandalism-related damages.

IPS will provide initial training and technical documentation to support DOTI in maintaining and operating the system effectively. Additionally, IPS will be available for remote support and troubleshooting assistance as required, ensuring the pay stations continue to function optimally.

INTEGRATIONS

IPS will configure the following third-party integrations with the MS3 Pay Station:

- **Mobile Pay Vendor: PaybyPhone**
- **LPR Vendors:**
- **Enforcement Vendor: Passport**

MS3™ PAY STATION

The MS3™ pay station is the latest generation of unattended payment systems from IPS Group. The MS3™ Pay Station features a full-color screen with an optional touchscreen and provides your patrons with easy-to-read parking instructions in a vibrant showcase. For your staff, the MS3 ties into the powerful IPS Data Management System, allowing you in-depth analysis of parking data, full financial, administration and technical reporting and remote configuration.

Primary Features/Benefits:

- **Flexibility:** The MS3 is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Robust Hardware Design:** Highly secure, stainless steel cabinet is standard with weather and graffiti-resistant powder coating, providing maximum longevity.
- **Customer-Friendly Interface:** 7-inch active matrix, high resolution color LCD display that can provide clear instructions to guide users through the transaction process. Fully customizable and configurable to allow touch screen operation for enhanced customer engagement.
- **Multiple Payment Options:** Flexible payment options include credit/ debit card, coins, Smart Card, pay-by-cell integration, and NFC contactless payment with applications such as Apple Pay® and Google Pay®.
- **Security:** Each unit contains a separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and a high-security electronic lock.
- **Unparalleled Power Efficiency:** Powered by environmentally friendly solar panel and rechargeable combination battery to maximize ongoing power and uptime.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff and optional rear LEDs for visual enforcement (pay-by-space).
- **Dependability:** Pay stations communicate wirelessly on the 4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.



- **Future-proof Design:** IPS Group’s software interface provides seamless integration with third-party systems, such as enforcement, permitting, and LPR (license plate recognition) to further optimize parking operations.

M5 SINGLE-SPACE METERS

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost-effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, optional contactless payment on M5™, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

Primary Features/Benefits:

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read buttons for intuitive payment navigation—rated at more than 250,000 cycles
- LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations
- NOTE: M5™ meter mechanism shown as installed into a meter housing. Meter housings / vaults are sold separately. Other makes and models are available.



Installation & Maintenance Responsibilities

IPS will provide and complete the installation of the M5 Single-Space Meters, ensuring a seamless and fully operational parking solution for DOTI. IPS will handle all aspects of deployment, including meter installation, system configuration, and initial testing to verify proper functionality and integration with enforcement and payment systems.

The City will be responsible for any permits required for installation. Additionally, any civil work such as pouring of concrete, electrical, will be the responsibility of the City.

Once installation is complete, ongoing maintenance and day-to-day operations of the M5 Single-Space Meters will be the responsibility of DOTI. This includes routine preventative maintenance, collections, troubleshooting, battery replacements, and any necessary first-level hardware repairs. DOTI will also be responsible for monitoring meter performance and addressing any environmental or vandalism-related damages.

IPS will provide initial training, technical documentation, and best practices guidance to support DOTI in effectively managing the meters. Additionally, IPS will be available for remote support and troubleshooting assistance as needed, ensuring optimal meter performance and longevity.

INTEGRATIONS

IPS will configure the following third-party integrations with the M5 Single-Space Meters:

- **Mobile Pay Vendor: PaybyPhone**
- **LPR Vendors:**
- **Enforcement Vendor: Passport**