

1 **BILL NO. S-17-12-10**

2 **SPECIAL ORDINANCE NO. S-144-17**

3 **AN ORDINANCE** approving the awarding of
4 **AGREEMENT TO PURCHASE PARKING METER**
5 **EQUIPMENT AND RELATED SERVICES -**
6 **(\$799,175.00)** by the City of Fort Wayne, Indiana,
7 by and through its Department of Purchasing and
8 **IPS GROUP, INC.** for the **PARKING**
9 **ADMINISTRATION DEPARTMENT.**

10 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL**
11 **OF THE CITY OF FORT WAYNE, INDIANA;**

12 **SECTION 1.** That **AGREEMENT TO PURCHASE PARKING METER**
13 **EQUIPMENT AND RELATED SERVICES - (\$799,175.00)** between the City
14 of Fort Wayne, by and through its Department of Purchasing and **IPS GROUP,**
15 **INC.** for the **PARKING ADMINISTRATION DEPARTMENT,** respectfully for:

16 purchase and installation of new single space parking meters
17 and related equipment and services;

18 involving a total cost of **SEVEN HUNDRED NINETY-NINE THOUSAND ONE**
19 **HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS - (\$799,175.00)** all as
20 more particularly set forth in said **AGREEMENT TO PURCHASE PARKING**
21 **METER EQUIPMENT AND SERVICES - (\$799,175.00)** which is on file in the
22 Office of the Department of Purchasing, and is by reference incorporated
23 herein, made a part hereof, and is hereby in all things ratified, confirmed and
24 approved.

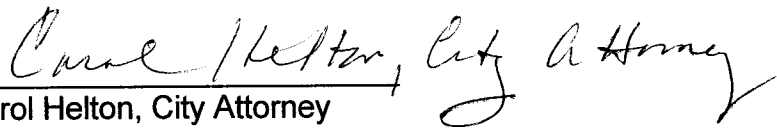
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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney
by LES

**AGREEMENT TO PURCHASE PARKING METER
EQUIPMENT AND RELATED SERVICES**

This Agreement To Purchase Parking Meter Equipment And Related Services ("Agreement") is made effective December 1, 2017 (the "Effective Date"), by and between City of Fort Wayne IN., a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS" or "Contractor"), with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of Indiana with the power to carry on its business as it is now being conducted under the statutes of the State of Indiana.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").
- C. City seeks to purchase a smart parking meters system for use by the City's Parking Operations pursuant to the City's RFP and IPS response to the City RFP.
- D. City and IPS desire to enter into this Agreement for IPS to deliver and install its single space parking meters and related equipment (the "Equipment") in conjunction with the IPS Data Management System (DMS) (collectively, "IPS Equipment and Software") to the Client upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for additional one (1) year increments, for a period not to exceed seven (7) years. City shall notify the Contractor of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

3. City Services & Responsibilities. The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.

- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.4. Notify IPS of any need for warranty repair work and will coordinate the return process with IPS
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws
- 3.7. 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 such equipment.
- 3.8. 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.

4. Equipment Delivery and Installation.

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed.
- 4.2. Coordinated installation of all Equipment will take place during standard business hours.
- 4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.
- 5.4. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After this initial period, 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, and will not exceed 2% compounded annually.

Warranties.

- 5.5. IPS shall provide a full 12-month warranty on all equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.
 - 5.6. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services.
 - 5.7. The Contractor shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.
 - 5.8. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF THE CONTRACTORS 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 THE CONTRACTOR 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.
- 6. Intellectual Property and Confidential Information.**
- 6.1. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.
 - 6.2. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS 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 IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.
 - 6.3. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.
 - 6.4. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City.
 - 6.5. 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 the Contractor and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of the 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.

6.6. The Contractor understands the nature of public information and the requirement for 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. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by the Contractor for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of the Contractor, or as mandated by applicable law.

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

7. Dispute Resolution.

7.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

8. Termination of Agreement.

8.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

9. Insurance.

- 9.1. IPS Group, Inc. [IPS] agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.
- 9.2. Commercial General Liability.
- 9.2.1. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 9.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.
- 9.3. Automobile Liability, including bodily injury and property damage coverage.
- 9.3.1. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 9.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.
- 9.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.
- 9.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.
- 9.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 9.7. Cancellation: IPS shall provide to contract holder 30 days notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 9.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

10. Defense and Indemnification.

- 10.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties.
- 10.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) Contractor simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by Contractor such that, absent City's actions, no such claims would have been brought against Contractor and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of Contractor when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against Contractor.
- 10.3. In order for City to obtain the indemnification from Contractor specified herein, City must: (a) promptly notify Contractor in writing of the claims for which indemnification is sought; (b) provide Contractor with copies of all pleadings, writings and documents pertaining to such claim; (c) permit Contractor to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contractor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, Contractor will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 10.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 10.5. **Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN**

THIS AGREEMENT.

11. Liens and Taxes.

11.1. City shall keep the parking meter 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.

12. Notices.

12.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
5601 Oberlin Dr, Suite 100
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City:
Fort Wayne
200 East Berry St., Suite 110.
Fort Wayne IN. 46802
Attn: Lana Keesling
Lana.keesling@cityoffortwayne.org
Tel: (260) 427-1221

13. Relationship of the Parties.

13.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

14. Assignment.

14.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

14.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

15. General Provisions.

15.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this

Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

- 15.2. **Modification or Amendment.** No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 15.3. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 15.4. **Integration.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 15.5. **Governing Law.** This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Indiana, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 15.6. **Venue and Jurisdiction.** The City and IPS agree that the venue shall be in Allen County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, District of Indiana, or the Superior Court of Indiana, County of Allen, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 15.7. **Attorney's Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorney's fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.
- 15.8. **Force Majeure.** If any party is prevented from performing its obligations stated in this

Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

- 15.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 15.10. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 15.11. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 15.12. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 15.13. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 15.14. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY
a municipal corporation

By: _____

City Manager

CONTRACTOR:
IPS GROUP, INC.,
a Pennsylvania corporation

By: *Chad P. Randall*

CHAD P. RANDALL
Chief Operating Officer *CPR*

BRIAN WEBBER
GENERAL COUNSEL

ATTACHMENT A

Scope of Services

Deliver and Install M5 Meters
Deliver and Install Housings
Onsite Training of Meters
Remote Training of DMS System
Ongoing training remotely
Dedicated Customer Service Advisor

ATTACHMENT B

PRICING

See Attached

Parking Meter Upgrade Cost Proposal

Quantity	Description	IPS	
		Per Meter Cost	Total
	Upfront Costs		
	Equipment		
800	Single Space Smart Meter	\$465	\$372,000
800	Vehicle Sensors	\$250	\$200,000
800	Housings	\$185	\$148,000
500	Poles	\$38.60	\$19,300
345	Yokes	\$55	\$18,975
2	Cash Collection System	\$1,800	\$3,600
3200	Fasteners		Included
	Software		
1	Project Management & Training		
1	Per User Fee		
	Installation		
800	Field Installation for Meters	\$10	\$8,000
800	Sensor Installation	\$5	\$4,000
500	Field Installation of Poles	\$38.60	\$19,300
	Support		
2	Factory Support		
	Training		
1	Initial Training		
	Miscellaneous		
800	Freight	7.5	\$6,000
	Subtotal		\$799,175

To: City Council

From: Lana Keesling

Date: December 5, 2017

Re: Agreement to Purchase Parking Meters

Executive Summary

The City of Fort Wayne wishes to enter into an agreement with IPS, Group, to purchase and install new single space parking meters and relating equipment for use in the City. The total cost of the contract is \$799,175. The term of the agreement will be in effect for five (5) years with the ability to renew one year at a time for a period of seven (7) additional years. The City has the ability with terminate the agreement with 30 days notice and a failure of IPS to remedy the breach of contract.

BILL NO. S-17-12-10

REPORT OF COMMITTEE ON FINANCE

December 19, 2017

Jason Arp Chair

Geoff Paddock Co-Chair

All Council Members

An Ordinance approving the awarding of Agreement to Purchase Parking Meter Equipment and Related Services by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and IPS Group, INC. for the Parking Administration Department

COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

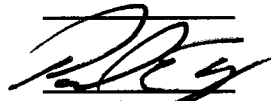
DO PASS

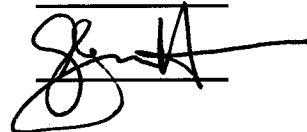
DO NOT PASS

ABSTAIN

NO REC



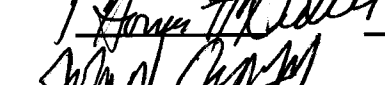


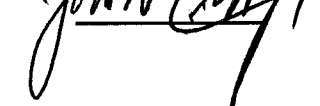




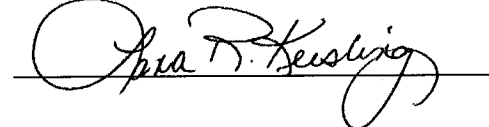








**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

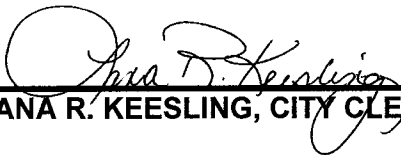
Read the first time in full and on motion by Councilman Arp.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Arp, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 19, 2017




 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-17-12-10 on the 19th day of December, 2017

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th of December 2017, at the hour of 9:10 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 21ST day of December

2017, at the hour of 8:30 O'clock AM . E.S.T.



 THOMAS C. HENRY, MAYOR