

# RESOLUTION OF THE CITY COUNCIL

No. 318

Approved August 3, 2016

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Sole Source Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

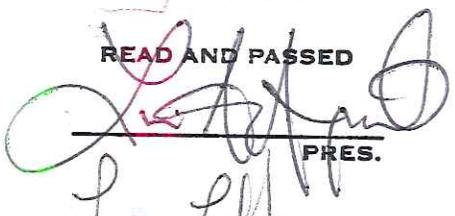
CALE America, Inc.  
(Public Works)

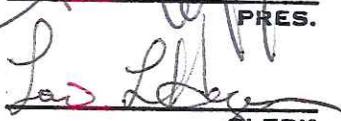
\$53,280.00

IN CITY COUNCIL

AUG 02 2016

READ AND PASSED

  
\_\_\_\_\_  
PRES.

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date:   
\_\_\_\_\_  
8/3/16

**MATTHEW M. CLARKIN, JR.**  
INTERNAL AUDITOR  
25 DORRANCE STREET, ROOM #307  
PROVIDENCE, RI 02903  
Phone: (401) 421-7740 EXT. 577  
Fax: (401) 351-1056  
mclarkin@providenceri.com



**City of Providence, Rhode Island**  
**Office of the Internal Auditor**

March 17, 2016

Ms. Lori Hagen  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval.

- *Information Technology* – Approval of a request to pay Precision Power LLC - a sole source vendor – to design additional network connections throughout office at 444 Westminster Street at an amount of \$7,850.
- *Police Department* – Approval of a request to pay Cop Logic Inc – a sole source vendor – to provide an online resource for the members of the public seeking to report and document an incident.
- *Public Works* – Approval of a request to purchase 20 multi-space parking machines at a total annual cost of \$53,280 from CALE America, Inc., a sole source vendor.
- *Law Department* – Approval of month-to-month contract at a monthly fee of \$6,000 through June 2016 to D'Amico Consulting of Providence, RI.

Sincerely,

A handwritten signature in black ink that reads "Matthew M. Clarkin, Jr.".

Matthew M. Clarkin, Jr.  
Internal Auditor

Cc:

James Lombardi, City Treasurer/ Sr. Advisor to City Council  
Russell Knight, Director of Public Works  
Elaine Richards, Adm. Asst. Fiscal Affairs – Public Safety  
Leo Perrotta, Parking Administrator  
Alan Sepe, Director of Public Property



CITY OF PROVIDENCE  
Jorge O. Elorza, Mayor

March 10, 2016

The Honorable Jorge O. Elorza  
Mayor, City of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

This office is recommending the approval of the proposal by CALE America, Inc. to provide the City of Providence with 20 multi-space parking machines at a cost of \$222.00 per meter per month, under a 3 year lease-to-own arrangement. The annual cost will be \$53,280.00. The funding is available in Account #305-52911.

The price that was quoted by CALE America, Inc. is based upon a \$7,150 per meter cost that has been amortized over three (3) years at an interest rate of 2.5%.

These machines will be utilized to expand the City's current paid parking system by approximately 210 parking spaces. Based upon a minimal 25% paid occupancy rate, the city will realize an additional \$196,875 in annual revenue, which will far exceed the annual costs. Funds to pay for the meters will be derived from revenue generated from the machines.

The City of Providence provides a number of paid parking options for motorists that come to the City, one of which includes multi-space meters. At present, the city owns 87 CALE multi-space parking meters, which accept coin and credit card. In addition to being an economical proposal, it also makes good business sense for the City to purchase the same brand of multi-space machines that it currently owns. This will enable the department to stock one set of parts, make repairs faster and have a good working knowledge on how to service one type of machine, rather than multiple styles. Furthermore, there are no extra fees for credit card charges and the monthly web-office fee of \$49.00 per machine provides the City with revenue data on a daily basis.

Sincerely,



Leo J. Perrotta  
Parking Administrator  
City of Providence

cc: Russell Knight, Director Public Works  
Alan Sepe, Director of Operations

DEPARTMENT OF PUBLIC WORKS - DIVISION OF TRAFFIC ENGINEERING  
60 Ernest Street Providence, Rhode Island 02905  
401 781 4045 ph | 401 941 2567 fax  
[www.providenceri.com](http://www.providenceri.com)



**Cale - Confidential Quotation**  
For: City of Providence

Quote Issued: January 15, 2016

Quote Expires: February 19, 2016

Quote Name: Providence (20 CWT)

Quote ID: 2

**General Information**

Bill To:  
City of Providence  
60 Ernest St  
Providence, RI

Contact:  
City of Providence  
60 Ernest St  
Providence, RI

Prepared By:  
Brett Ruhmann

Prepared For:  
Leo Perotta

**Equipment**

Product Name	Quantity	Unit Price	Year One Total	Year Two Total	Year Three Total
CWT Pay Station	20	\$2,664.00	\$53,280.00	\$53,280.00	\$53,280.00
Coin Acceptance	20	\$0.00	\$0.00		
Credit/Debit Card Acceptance	20	\$0.00	\$0.00		
Pay & Display	20	\$0.00	\$0.00		
Receipt Paper	20	\$25.00	\$500.00		
Solar Charging	20	\$0.00	\$0.00		
Annual Total			\$53,780.00	\$53,280.00	\$53,280.00

**On-Going Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
Cale WebOffice Basic	20	\$540.00	\$10,800.00	\$10,800.00	\$10,800.00
Annual Total			\$10,800.00	\$10,800.00	\$10,800.00

**General Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
Installation - Labor	20	\$100.00	\$2,000.00		
Shipping Charges	20	\$200.00	\$4,000.00		
Annual Total			\$6,000.00	\$0.00	\$0.00

**Total Costs**

Year One Total	Year Two Total	Year Three Total
\$70,580.00	\$64,080.00	\$64,080.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Cale for the same products and services, if any:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## PAY STATION LEASE TO PURCHASE AGREEMENT

This PAY STATION LEASE TO PURCHASE AGREEMENT (this "Agreement") is entered into as of the Effective Date (as defined herein) by and between CALE AMERICA INC., a Delaware corporation having its principal place of business located at 13808 Monroes Business Park, Tampa, FL 33635 ("Cale"), and the CITY OF PROVIDENCE, a municipal corporation having its principal place of business located at City Hall, 25 Dorrance Street, Providence, RI 02903 (the "City").

### Background

- A. Cale is engaged in the business of leasing, selling and servicing multi-space parking meter pay stations ("Pay Stations"), and providing related services and supplies for those Pay Stations.
- B. The City desires to lease and/or purchase Pay Stations from Cale, and to engage Cale to provide services and/or supplies for such Pay Stations, on the terms and conditions set forth in this Agreement.

### Terms and Conditions

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Cale and the City hereby agree as follows:

1. Pay Station Orders. The City may order Pay Stations from Cale from time to time during the term of this Agreement by delivering a Pay Station Order in the form attached hereto as Exhibit A (a "Pay Station Order"). The City may purchase new Pay Stations at any time during the term of this Agreement, even if the City is at such time leasing other Pay Stations to the City with the option to buy.
2. Lease To Purchase of Pay Stations. If the City delivers a Pay Station Order selecting the Lease to Purchase Package, Cale shall lease to the City the Pay Stations specified on the Pay Station Order (the "Leased Pay Stations"), for the term specified in the Pay Station Order and at prices set forth on Exhibit A.
3. Delivery, Installation and Configuration of Pay Stations. Cale shall deliver the Pay Stations ordered by the City to the location(s) specified by the City, and shall install the Pay Stations on prepared ground with the configuration described on Exhibit B. The City shall pay for Cale's reasonable fees to deliver the Pay Stations to the City. Cale shall not be responsible for any ground preparation, unless otherwise contracted for these services. Cale shall use commercially reasonable efforts to install all Pay Stations in a good and workmanlike manner and in compliance with industry standards. The City is solely responsible for determining and directing Cale to install the Pay Stations in locations that comply with any and all City, State and federal ordinances, statutes, laws, regulations and

encroachment requirements applicable to the installation of the Pay Stations within the public right-of-way.

4. Software License. Cale hereby grants to the City a non-transferable license to use the computer software and related materials embedded in the Pay Stations, or otherwise made available by Cale in conjunction with the use or maintenance of the Pay Stations, whether proprietary to Cale or a third party (the "Licensed Programs"), solely to the extent necessary to operate, maintain or repair the Pay Stations leased or purchased by the City pursuant to this Agreement. Cale (or Cale Systems, Inc., as applicable) shall remain the sole owner of all rights with respect to the Licensed Programs. The City agrees (a) not to reverse engineer, copy or distribute the Licensed Programs, (b) not to remove any copyright, trade secret or other proprietary protection legends or notices from the Licensed Programs, and (c) to notify Cale immediately of any unauthorized possession, use or knowledge of the Licensed Programs of which the City is aware.
5. Cale Web Office (CWO) Package. Cale's CWO Package includes the services described on Exhibit A. Cale shall provide the CWO Package with respect to any Pay Stations leased by the City. The City may purchase the CWO Package with respect to any other Pay Stations leased or purchased hereunder, for the price described on Exhibit A. Cale shall use commercially reasonable efforts to protect and maintain the confidentiality of any data transmitted in connection with the CWO Package and the wireless communications associated therewith, including transmission of credit card information from customers who utilize the Pay Stations.
6. Receipt Paper, Optional Equipment and Spare Parts. The City may purchase receipt paper, and optional equipment and spare parts for the Pay Stations from Cale at any time during the lease term, subject in all payment terms in Section 9 below. Cale-certified or other compatible receipt paper must be utilized in the Purchased Pay Stations to secure the general warranty and any maintenance requirements of Cale with respect to the printer.
7. Training. Cale shall provide, at no additional cost, up to 8 hours of training at a location designated by the City to allow the City to develop expertise in the maintenance and repair of the Pay Stations and the use of CWO Package software (if applicable) including, but not limited to (a) parts installation, (b) maintenance, (c) troubleshooting repairs, (d) operations (including programming and inventory), (e) collections, (f) enforcement and (g) preventative maintenance. Cale shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. Any additional training requests beyond the training offered above will be billed at rates outlined in Exhibit E attached hereto.
8. Manuals. Cale shall provide to the City online or PDF copies of all operating manuals, complete with wiring diagrams and specifications, for installation, maintenance and use of the Pay Stations and any user manuals associated with the CWO Package (if applicable). Manuals are also available on the secure portion of Cale's website.
9. Payment Terms. The payment terms for the Pay Stations are described in Exhibit A. Cale shall provide the City with invoices each month showing the calculation of the amounts to

which Cale is entitled for the preceding month. The City shall pay the amount of such invoices to Cale within thirty (30) days after the date of such invoice. Any delinquent payments hereunder shall bear interest at a rate equal to the lesser of (a) one and one-half percent (1½ %) per month or (b) the maximum lawful rate under California law. All services shall be suspended immediately and until payment is received should any payment become more than sixty (60) days delinquent. Cale reserves the right, with notice and at any time during the term of this Agreement, to make changes to any parts prices or service fees under this Agreement for reasons including, but not limited to, manufacturer or vendor price changes, product discontinuation or errors in pricing; provided, however, that any such increase may not, on a percentage basis, exceed the greater of (i) Cale's actual increase in cost of procuring such good or service from a third party (if applicable) and (ii) the percentage change in the consumer price index for All Urban Consumers, as published by the United States Bureau of Labor Statistics, over the relevant time period.

10. Freight. In addition to any other amounts payable by the City hereunder, the City shall pay all freight charges for Pay Stations or parts delivered to the City hereunder. Cale shall charge its actual cost for freight and handling.
11. Sales Tax. In addition to any other amounts payable by the City hereunder, the City shall pay all sales, use, value-added and other similar taxes, however designated, which are levied or imposed by any state, county or other jurisdiction upon the Pay Stations or the Licensed Programs, or upon the services or payments hereunder (unless the City can establish to the reasonable satisfaction of Cale that it is exempt from any such taxes).
12. Cancellation Fees. If the City delivers and subsequently cancels a Pay Station Order, the City shall be responsible for any documented cancellation charges or restocking fees payable by Cale to the manufacturer of the Pay Station or other Cale vendor.
13. Ownership of Pay Stations.
  - 13.1 Leased/Purchase Pay Stations. All Leased Pay Stations provided by Cale to the City hereunder shall at all times remain the property of Cale, unless and until City exercises the Buy-Out Option per Section 13.2. The City shall not remove any labels identifying the Leased Pay Stations as being owned by Cale, and will take all actions necessary and as reasonably requested by Cale to ensure that the Leased Pay Stations will not be subject to any liens in favor of the City or the City's creditors or landlord. The City shall provide Cale with such access to the Leased Pay Stations during normal business hours as Cale may request from time to time for purposes of inspecting the Leased Pay Stations. The City hereby authorizes Cale to file any statements, including UCC financing statements and continuation statements, to confirm Cale's ownership of the Leased Pay Stations in the public record. The City shall be responsible for all damage to the Leased Pay Stations prior to the buyout or return of the Leased Pay Stations to Cale.
  - 13.2 Buy-Out Option. At any time during the initial term of this Agreement, provided that the City is current and fully paid on all amounts owing to Cale, the City may purchase all, but not less than all, of the Leased Pay Stations (such option the

“Buy-Out Option”). The purchase price for exercise of the Buy-Out Option is set forth on Exhibit F hereto and shall depend upon how many monthly lease payments have been made at the time that the Buy-Out Option is exercised. By way of example only, if 26 monthly lease payments have been made, the Buy-Out Option may be exercised by payment of \$58,293.25 to Cale. The purchase price for the Buy-Out Option shall be paid by check, wire transfer, or other immediately available funds.

14. Maintenance of Pay Stations. The City shall be responsible for maintaining the Pay Stations in accordance with the maintenance guidelines attached as Exhibit D (the “Maintenance Requirements”). During training, Cale shall certify one or more of the City’s personnel to perform maintenance of the Pay Stations. The City shall not make any alterations, additions or improvements to the Pay Stations without the prior written consent of Cale.
15. Return of Leased Pay Stations. In the event this Agreement is terminated for any reason prior to the expiration of the initial term, as described in Section 19.1 below, the City shall promptly return the Leased Pay Stations (to the extent not previously purchased by the City) to Cale in the same condition as received, ordinary wear and tear excepted.
16. Warranties by Cale.
  - 16.1 General Parts Warranty. During the General Warranty Period (as defined below), Cale shall repair and/or replace, at no additional cost to the City, any part or modular component of the Pay Station determined to be defective in material or workmanship under normal use and service (the “General Warranty”). The City shall cooperate with Cale in any effort to pursue a claim with the manufacturer of a defective part. The “General Warranty Period” for each Pay Station purchased or leased hereunder shall begin on the earlier of (a) twelve (12) months following installation of the Pay Station or (b) thirteen (13) months following the date of delivery of the Pay Station to the City. The General Warranty for any replacement part will run concurrently and terminate with the remaining warranty period.
  - 16.2 Software Warranty. Cale warrants that the Licensed Programs will conform to Cale’s specifications in effect on the date of delivery to the City for the period specified in Cale’s Parking Systems Price List. Cale shall make reasonable efforts to maintain the Licensed Programs and provide error corrections as necessary to so that the Licensed Programs conform to Cale’s specifications, but Cale shall not be required to provide new features or new versions of the Licensed Programs. In no event shall Cale have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects (other than defects in the Leased Pay Stations) or input errors or resulting from changes to or modifications of the Licensed Programs made by the City or any other user. Cale warrants that it has full and complete authority to grant the City use of the Licensed Programs and Pay Stations pursuant to this Agreement. Cale shall defend, indemnify and hold the City, its elected officials, officers and employees

free and harmless with respect to any and all claims and liabilities arising out of actual or alleged proprietary infringement as a result of City's proper use of the Licensed Programs, and/or lease, purchase or use of the Pay Stations.

- 16.3 Extended Warranty for Leased Pay Stations. The General Warranty Period for the Leased Pay Stations shall continue until the termination of the lease for each such Pay Station. Upon exercise of the Buy-Out Option, the City shall have the option to purchase extend warranty coverage on all (but not less than all) Pay Stations.
- 16.4 Optional Extended Warranty. With respect to any Pay Stations purchased new from Cale, the City may extend the General Warranty Period on a month-to-month basis, on the terms described on Exhibit A (the "Extended Warranty"), by delivering a written notice to Cale at least thirty (30) days prior to the expiration of the General Warranty Period for such Pay Station (which may be a blanket written notice for all Pay Stations owned by the City). The City may terminate the Extended Warranty at any time upon thirty (30) days' prior written notice to Cale.
- 16.5 Limitations on Warranties. Notwithstanding anything to the contrary contained in this Section 16,
- (a) due to the nature of the General Warranty (i.e., Cale's provision of replacement parts for installation by the City), and the fact that Cale does not have a reasonable means of tracking the individual Pay Station from which any party requiring replacement was pulled, the City must elect either to have all of its Pay Stations covered by a warranty from Cale or none of its Pay Stations covered by such a warranty;
  - (b) the General Warranty for the printer component of any Pay Station shall be limited to ninety (90) days if the City uses receipt paper that was not purchased from Cale or, if purchased from a third party, is not compatible with the printer;
  - (c) the warranty for the main battery used in the Pay Stations shall not extend for more than twelve (12) months following installation;
  - (d) Cale shall not provide warranty coverage for damage due to accident, neglect, misuse, abuse or natural disasters;
  - (e) Cale's General Warranty does not include the cost of Cale's labor;
  - (f) Cale's warranty shall be voided by (i) use of non-Cale replacement parts, (ii) unauthorized additions to the Pay Stations, (iii) unauthorized alterations to the Pay Stations, (iv) service to the Pay Stations performed by personnel who are not certified by Cale to perform such service, or (v) failure to maintain the Pay Stations in accordance with the Maintenance Requirements.

16.6 Disclaimer of Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16, CALE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PAY STATIONS OR THE LICENSED PROGRAMS. CALE'S SOLE RESPONSIBILITY AND LIABILITY HEREUNDER SHALL BE TO REPAIR OR REPLACE, AT CALE'S OPTION, A DEFECTIVE PRODUCT.

16.7 Wireless Data Transmission Matters Pertaining to the CWO Service. THE CITY HAS NO CONTRACTUAL RELATIONSHIP WITH CALE'S WIRELESS SERVICE CARRIER(S) AND THE CITY IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CALE AND ITS CARRIER(S). THE CITY UNDERSTANDS AND AGREES THAT THE CALE'S CARRIER(S) HAS NO LIABILITY OF ANY KIND TO THE CITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THE CITY HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. THE CITY UNDERSTANDS CALE'S WIRELESS SERVICE CARRIER(S) CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE CITY MAY NOT RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY. NOTHING IN THIS SECTION 16.7 SHALL BE DEEMED TO AFFECT CALE'S COMMITMENT TO DATA SECURITY SET FORTH IN SECTION 5.

17. Insurance.

17.1 General Liability Insurance. Throughout the term of this Agreement, each of Cale and the City shall maintain a policy of general comprehensive public liability and property damage insurance with a limit of not less than \$1,000,000 for each occurrence and a general aggregate limit (if any) of not less than \$3,000,000.

17.2 Worker's Compensation Insurance. Throughout the term of this Agreement, Cale shall maintain worker's compensation insurance as required by all applicable laws.

17.3 Property Insurance. Throughout the term of this Agreement, the City shall maintain property insurance to insure the Leased Pay Stations while under the City's care, custody or control, in an amount at least equal to the replacement value of the Leased Pay Stations.

17.4 Evidence of Insurance. At any time during the term of this Agreement, either party shall furnish to the other, upon request, satisfactory evidence that such party is in compliance with the requirements of this Section 17.

17.5 Self-Insurance. The City may fulfill its obligations under Sections 17.1 and 17.3 through an established program of self-insurance (for claims in amounts of \$250,000 or less).

18. Indemnification.

18.1 The City shall indemnify Cale and its officers, directors, employees and agents, and their respective successors and assigns, from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by such person with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the City's negligent use or maintenance of the Pay Stations, or City's use or maintenance of the Pay Stations in a manner prohibited by this Agreement (except to the extent caused by the defective design or installation of the Pay Stations, or the negligence or willful misconduct of Cale or its employees, agents or independent contractors).

18.2 Cale shall defend, indemnify and hold harmless the City and its officers, directors, employees and agents, and their respective successors and assigns, from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by such person with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the defective design or installation of the Pay Stations, or the negligence or willful misconduct of Cale or its employees, agents or independent contractors in connection with the performance of this Agreement.

18.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, (1) IN NO EVENT SHALL CALE BE LIABLE TO THE CITY OR ANY THIRD PARTY FOR ANY ENVIRONMENTAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DELAY DAMAGES, LOST OPPORTUNITY DAMAGES, LOST DATA OR LOST PROFITS) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR THE CITY'S USE OF THE PAY STATIONS OR THE LICENSED PROGRAMS, and (2) IN NO EVENT SHALL CALE'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING UNDER THIS AGREEMENT OR WITH RESPECT TO ANY PAY STATIONS OR LICENSED PROGRAMS FURNISHED HEREUNDER EXCEED THE LESSER OF THE AGGREGATE AMOUNTS PAID TO CALE BY THE CITY HEREUNDER, OR ONE MILLION DOLLARS (\$1,000,000). THIS SECTION 18.3 SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FOR WHICH CALE IS REQUIRED TO INDEMNIFY THE CITY PURSUANT TO SECTION 18.2 ABOVE.

18.4 The provisions of this Section 18 shall survive the expiration or termination of this Agreement for any reason.

19. Term and Termination.

- 19.1 The initial term of this Agreement shall begin on the Effective Date and shall continue until the fifth (5<sup>th</sup>) anniversary of the Effective Date, unless terminated earlier pursuant to this Section 19. The City shall have the right to extend the term of this Agreement for up to five (5) successive periods of one (1) year each by providing Cale with written notice of its desire to extend the term (a "Renewal Notice") at least thirty (30) days prior to the expiration of the initial term or the then current extended term. The provisions of this Agreement shall apply during any extended term, except that Cale may increase its prices hereunder by up to 3% from the pricing in effect during the preceding term. If Cale elects to increase its pricing, it will notify the City of the price increase in writing (a "Price Increase Notice") within ten (10) days after receipt of the Renewal Notice (in which case the City shall be permitted to withdraw the Renewal Notice by notifying Cale in writing within ten (10) days after delivery of the Price Increase Notice).
- 19.2 Either party hereto may terminate this Agreement by written notice to the other if the other party breaches or is in default of any material obligation hereunder and has not cured such default or breach within thirty (30) days after receipt of notice of a default or breach specifying the nature of such default or breach in reasonable detail. Notwithstanding the foregoing, in the event of a payment default, the non-defaulting party can terminate five (5) days after providing notice of the same. In the event of default by Cale, at City's option and in addition to terminating this Agreement, Cale shall promptly remove all Pay Stations and refund any unearned sums prepaid by the City, and shall restore City's property to its former condition, in compliance with all applicable statutes, codes and regulations.
- 19.3 Either party hereto may immediately terminate this Agreement by written notice to the other if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs with respect to a party, such party shall immediately notify the other party of its occurrence.
- 19.4 Cale may immediately terminate this Agreement by written notice to the City if any attachment, levy or execution is threatened or levied upon or against the Leased Pay Stations.
- 19.5 The termination of this Agreement for any reason shall not affect (a) the right of either party to receive amounts to which such party is entitled pursuant to this Agreement or (b) the right of either party to seek damages from the other party with respect to the events giving rise to the termination of this Agreement.

- 19.6 In the event that this Agreement is terminated by Cale in accordance with the provisions of this Section 19, Cale may, at its option, exercise any one or more of the following remedies: (a) declare all remaining payments due from the City hereunder to be immediately due and payable; (b) require the City to immediately return the Leased Pay Stations; (c) enter upon the premises where the Leased Pay Stations are located and take immediate possession of the Leased Pay Stations; (d) sell or lease the Leased Pay Stations without relieving the City of its obligations hereunder (but using the sale or lease proceeds from the repossessed Pay Stations to offset any amounts owing by the City to Cale); or (e) exercise any one or more additional remedies available under applicable law. If Cale lawfully takes possession of any Pay Stations pursuant to this Section 19.6, the City shall pay Cale one hundred dollars (\$100) for each such Pay Station as the cost of de-installing such Pay Station, together with the cost of any freight charges incurred by Cale, not to exceed \$150 per Pay Station (or, if higher, Cale's actual costs).
- 19.7 Notwithstanding anything in this Agreement to the contrary, City may terminate this Agreement in the event it suffers an unforeseeable, financial shortfall such that continued payments hereunder would cause the City to incur serious financial hardship as determined by City's City Council. In such event, Cale shall be paid a prorated amount otherwise due and owing for the balance of the current calendar year or fiscal year, whichever is longer, as well as all costs of Pay Station removal as set forth in Section 19.6 above.
20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by any event beyond the reasonable control of such party (including any delay or failure caused by the unavailability of the internet or wireless data transmission, or other failure or delay related to wireless access); provided, however, that if such party is unable to perform its obligations under this Agreement for a period of seven (7) consecutive days, such failure shall, for purposes of Section 19 of this Agreement, be treated as a breach by such party that is incapable of cure.
21. Confidentiality. Cale and the City recognize and acknowledge that all records and documents provided by either of them to the other in connection with the performance of this Agreement and not generally known to the public ("Confidential Information"), constitute valuable, special, and unique and proprietary assets of the party providing such information. Cale and the City each agree that, except as otherwise required by applicable law, they shall keep such Confidential Information private and hold such Confidential Information in strictest confidence, and shall require its directors, officers, employees, representatives and advisors to keep such Confidential Information private and hold such Confidential Information in strictest confidence. Upon the termination of this Agreement for any reason, Cale and the City shall return to each other any Confidential Information of the other party that is capable of return. The provisions of this Section 21 shall survive the termination of this Agreement for any reason.
22. Intellectual Property Rights. The City acknowledges and agrees that any and all trademarks, trade names, copyrights and other intellectual property rights embedded or

used in connection with the Leased Pay Stations or the Licensed Programs are and shall remain the sole property of Cale (or Cale Systems, Inc., as applicable). The City shall not remove or alter any trademarks, trade names or brand names on the Leased Pay Stations furnished to the City hereunder.

23. General Provisions.

- 23.1 Choice of Law. The laws of the State of Rhode Island (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this Agreement and all of the transactions contemplated hereby, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.
- 23.2 Designation of Forum. Any party to this Agreement bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions contemplated hereby shall bring the legal action or proceeding in either the United States District Court for the District of Rhode Island or in any court of the State of Rhode Island sitting in Providence, Rhode Island (the "Designated Courts"). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts or any other appropriate forum.
- 23.3 Waiver of Right to Contest Jurisdiction. Each party to this Agreement waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to a Designated Court as the proper venue for any legal action or proceeding arising out of or relating to this Agreement, and (b) any claim that any action or proceeding brought in a Designated Court has been brought in an inconvenient forum.
- 23.4 Notice. Any notice, demand or other communication to a party to this Agreement that is permitted or required hereunder shall be given in writing, and shall be deemed to have been duly delivered (a) when delivered by personal delivery, (b) three (3) days after being deposited with the United States Postal Service for mailing by first class mail, postage prepaid, certified mail, with return receipt requested (regardless of whether the return receipt is subsequently received), or (c) one business day after being deposited with a nationally recognized courier service for overnight delivery; and in each case addressed by the sender to Cale at the address first listed above, to the City at the address listed on the signature page to this Agreement, or to such other address as a party may notify the other party in writing in conformity with the provisions of this Section.
- 23.5 Further Action. Each party hereto agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

- 23.6 No Agency. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between the parties.
- 23.7 Amendment. The parties may not amend this Agreement orally. The parties may amend this Agreement only by a written agreement signed by all of the parties to this Agreement.
- 23.8 No Waiver. No waiver of any provision of this Agreement, and no consent to any departure by any party from the terms and conditions of this Agreement, shall be effective unless such waiver or consent is given in writing by the party against whom such waiver or consent is sought to be enforced (in which the case the waiver or consent shall be effective only in the specific instance, and only for the specific purpose, for which it was given). No failure or delay by a party in exercising any right or remedy, or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right or remedy of such party hereunder, or limit or prevent the subsequent enforcement of any provision of this Agreement by such party.
- 23.9 Integration. This Agreement, together with the Exhibits attached hereto, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
- 23.10 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions and conditions of this Agreement for each party remain valid, binding and enforceable.
- 23.11 Assignment. The City may not assign any of its right or obligations hereunder, or sublease the Leased Pay Stations, without the prior written consent of Cale. Cale may assign its rights, title and interests under this Agreement, and may grant or assign a security interest in this Agreement or the Leased Pay Stations, and the City's rights hereunder shall be subordinated thereto.
- 23.12 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assignees of the parties. This

Agreement shall continue to be binding upon the City notwithstanding any sale of the City or the business or assets of the City.

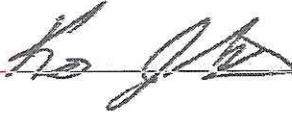
- 23.13 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all or which, collectively, constitute only one agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other form of electronic transmission shall be as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement shall be effective when each party to this Agreement has delivered an executed counterpart signature page to each other party (the “Effective Date”).
- 23.14 Exhibits. References herein to “Exhibits” are to the exhibits attached to this Agreement. The Exhibits attached to this Agreement are an integral part of this Agreement and are incorporated herein by this reference.
- 23.15 Number and Gender. Except where the context requires otherwise, any reference in this Agreement to the singular includes the plural, and any reference in this Agreement to the masculine gender includes the feminine and neuter gender.
- 23.16 Descriptive Headings. The titles and captions preceding the text of the sections of this Agreement are inserted solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect.
- 23.17 Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity and that this Agreement is binding upon the entity. The City represents and warrants that, as of the Effective Date, sufficient funds have been appropriated, budgeted and are otherwise available to permit the City to make the payments due hereunder.
- 23.18 Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement shall fall upon Saturday, Sunday or any public or legal holiday, whether federal or of the State of Florida or Rhode Island, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding regular business day to exercise such privilege or to discharge such duty.
- 23.19 Attorneys Fees. The prevailing party in any action brought for breach or to enforce any provision of this Agreement, shall be entitled to recover its reasonable attorneys fees and costs.

[Signatures begin on next page.]

IN WITNESS WHEREOF, Cale and the City have executed this PAY STATION LEASE TO PURCHASE AGREEMENT on the dates set forth below.

CALE AMERICA INC.

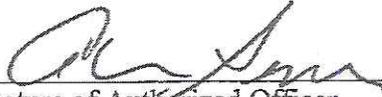
CITY OF PROVIDENCE, RHODE ISLAND

By: 

Print Name: Kenneth J Beattie

Title: Controller/Secretary

Date: 8-29-2013

  
Signature of Authorized Officer

Director of Operations  
Title of Authorized Officer

8/29/13  
Date

\_\_\_\_\_  
Type of Entity

Mailing Address:

25 Dorrance Street  
Providence, RI 02903

Approved as to form and correctness:



Adrienne G. Southgate, Deputy City  
Solicitor

## PAY STATION PROVIDER AGREEMENT

- Exhibit A: Pay Station Order
- Exhibit B: Configuration
- Exhibit C: Not Applicable
- Exhibit D: Maintenance Requirements
- Exhibit E: Billable Rates for Service
- Exhibit F: Buy-Out Option Schedule

Exhibit A

PAY STATION ORDER

Meter Type:	CALE MPC Meter
Quantity:	26
Purchase Type:	Lease Purchase
Lease Term:	36 months
Payment:	\$236.36 per meter, per month

**Other One-Time Costs** (to be paid separately upon invoice):

Installation to City prepared ground	\$100 per meter
Shipping	\$175 per meter

**On-Going Costs**

CALE WebOffice (CWO) Basic Subscription	\$ 45 per meter, per month
Onsite Support (upon request)	\$125 per hour plus expenses

Lease Option (financing the meters over 36 month term) –

***The monthly payment will be \$236.36/month/meter, and will include a Parts Warranty for the full financing term of 3 years. Once the 36 payments are received by Cale, the City of Providence will own the meters outright. There are no early pre-payment or advanced interest penalties applicable to this agreement that would be payable by the City to Cale America.***

**Note:** All pricing excludes any and all applicable taxes.

Exhibit B

CONFIGURATION

Standard Configuration CALE MP104 Compact (MPC) Pay Station

- Pay and Display
- Coin Acceptance (.05, .10, .25, & \$1 coins)
- Credit/Debit Card Acceptance (M/C, Visa, Discover, and Amex)
- Solar or A/C Powered with a 55AH battery back up
- 3G Communications Ready (Modem, SIM Card and Antenna)
- Unique Mechanical Lock Sets
- Three (3) Year Parts Warranty
- Ground Preparation Hardware
- Stainless Steel Cabinet with Standard Black Color Scheme
- Rate Software
- 24/7/365 Technical Phone Support
- Instructional Placard and Decal Set
- Antipin coin entry security
- 4-line LCD Programmable Display
- Thermoelectric Printer

Exhibit C

Not Applicable

## Exhibit D

### Preventive Maintenance Requirements

Cale Parking PM Checklist v2.2

Date: \_\_\_\_\_ Terminal ID: \_\_\_\_\_ Hrs of Oper: \_\_\_\_\_ Max Time: \_\_\_\_\_ Rate(s): \_\_\_\_\_

#### **Item Notes**

- Check operations of coin, credit card, smart card and bill acceptor
- Verify accuracy of time on clock display (1#). Adjust if needed (1\*hhmm#)
- Open upper cabinet door and switch main power off

#### **Battery**

- Inspect main battery for signs of leakage or corrosion
- Check battery connections
- Test and record battery voltage with volt meter Voltage:

#### **Printer - Main Assembly**

- Remove dust and paper debris using soft brush and canned air
- Check low paper arm for proper motion
- Clean black mark and low paper sensors with soft brush and canned air
- Lightly clean rubber bands on ticket eject roller with mild cleaner

#### **Coin Handling System**

- Remove dust/debris from antipin coin channels with soft brush or canned air
- Clean coin verifier, sensor lens and all coin-roll surfaces with alcohol
- Clean coin escrow and coin return bowl with canned air or alcohol
- Apply Rain-X to coin-contact surfaces inside coin verifier
- Inspect escrow drive gears for signs of wear
- Inspect escrow flaps and screws for tightness
- Check for smooth operation of antipin solenoid

#### **Mag Stripe Card Reader**

- Remove dust and debris with canned air from card and head areas
- Clean head with alcohol
- If applicable, used new dual-reader smart-cleaning card
- Check cable connections for tightness and corrosion

#### **Miscellaneous**

- Clean inside of display window with alcohol
- Clean out inside bottom of cabinet
- Check the friction in the lock bolts of the doors
- Check tightness of cancel and issue ticket buttons
- Check all hardware, cables, connectors and PC card for fit and tightness
- Check for damaged door seals
- Check all buttons for smooth operation
- Clean exterior of cabinet and removed stickers and graffiti as necessary
- Repaint cabinet if needed
- Clean solar panel
- Retest coin, cc, smart card, bill operations and all button operations

• Clean corrosion on cable connectors and circuit board terminals with alcohol and stiff brush. Dry connectors thoroughly with canned air. Apply a non-petroleum based product such as dielectric grease to help prevent fut

Exhibit E

Billable Rates for Service

Software Development                    \$165/hr

CALE WebOffice or meter operating system (bios/FBO) development requests

Field Service and Training            \$125/hr

On-site meter maintenance by a CALE-certified technician. Travel time and approved travel costs, if any, will apply; 1 hour minimum local or 4 hour minimum if over 50 miles

Programming & IT Support            \$ 95/hr

Meter parameter changes, rate changes, display and/or receipt language changes, graphic design, merchant account changes and CWO database or custom report projects. One (1) hour minimum.

Exhibit F

Buy-Out Option Schedule

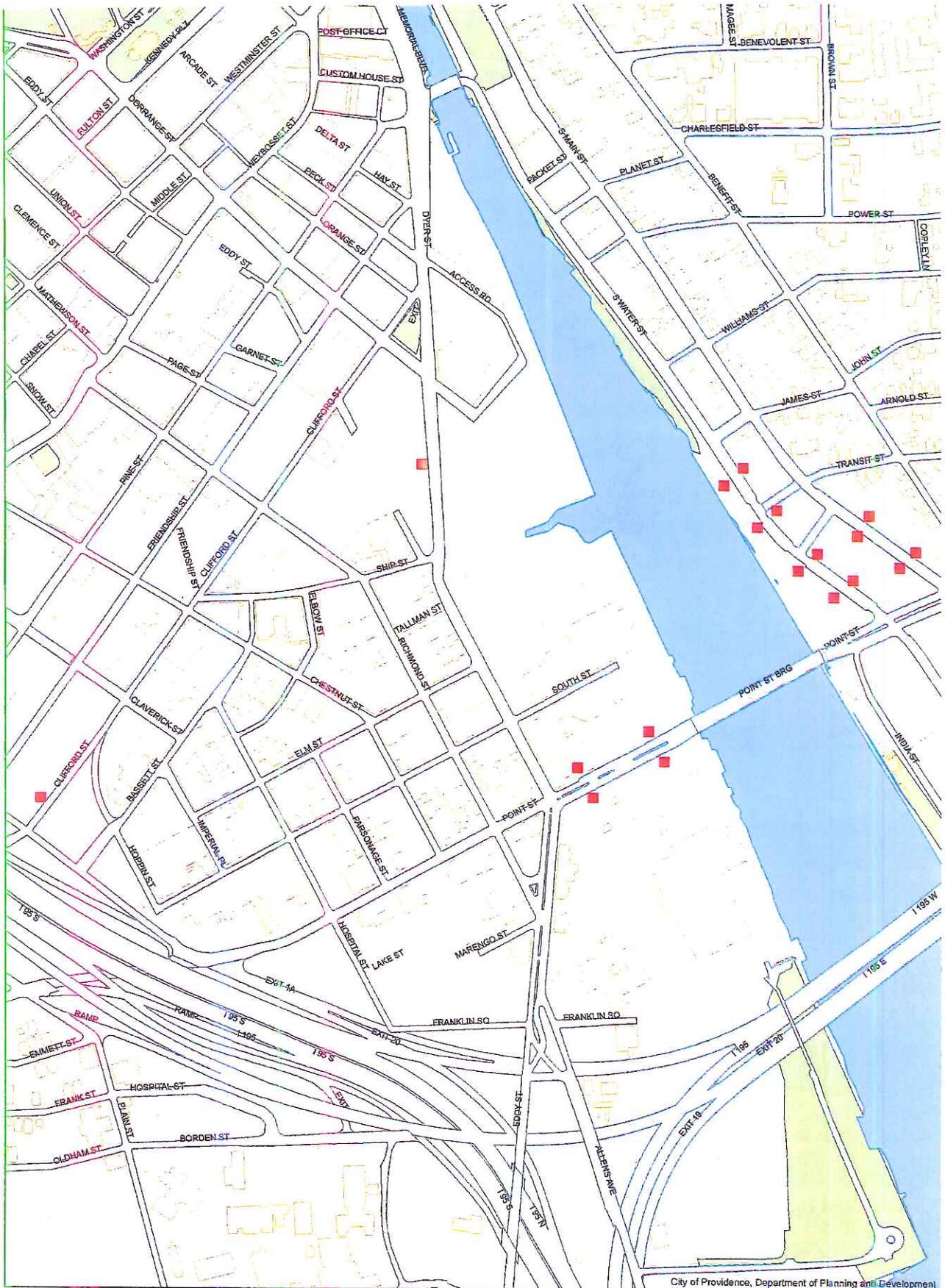
No. of Payment Made	Buy-Out Amount
1	\$ 181,563.00
2	\$ 177,183.79
3	\$ 172,761.98
4	\$ 168,297.14
5	\$ 163,788.86
6	\$ 159,236.71
7	\$ 154,640.27
8	\$ 149,999.11
9	\$ 145,312.79
10	\$ 140,580.87
11	\$ 135,802.91
12	\$ 130,978.46
13	\$ 126,107.07
14	\$ 121,188.28
15	\$ 116,221.63
16	\$ 111,206.66
17	\$ 106,142.88
18	\$ 101,029.84

19	\$ 95,867.05
20	\$ 90,654.03
21	\$ 85,390.28
22	\$ 80,075.31
23	\$ 74,708.63
24	\$ 69,289.74
25	\$ 63,818.11
26	\$ 58,293.25
27	\$ 52,714.63
28	\$ 47,081.74
29	\$ 41,394.03
30	\$ 35,650.98
31	\$ 29,852.05
32	\$ 23,996.70
33	\$ 18,084.38
34	\$ 12,114.53
35	\$ 6,086.59
36	\$ (0.00)

\*The Pay Stations are owned after the City has made the thirty-six (36<sup>th</sup>) payment.

## Proposed Multi-space locations

- (1) 168 Block of Atwells (7 spaces)
- (1) Atwells at Bradford (south Side) (5 spaces)
- (1) Dyer St extension (7 spaces)
- (1) Clifford St extension (11 spaces)
- (4) South Main Street extension (Wickenden heading north on South Main to Transit) (34 spaces)
- (8) South Water Street extension (James St heading south to Wickenden) (65 spaces)
- (2) West Exchange St (under Rt 95 overpass upon completion of construction) (20 spaces)
- (4) Point St – at Davol Square (32 spaces)



City of Providence, Department of Planning and Development

**PROPOSED NEW  
MULTISPACE METERS  
LOCATIONS**

■ Multispace Meter

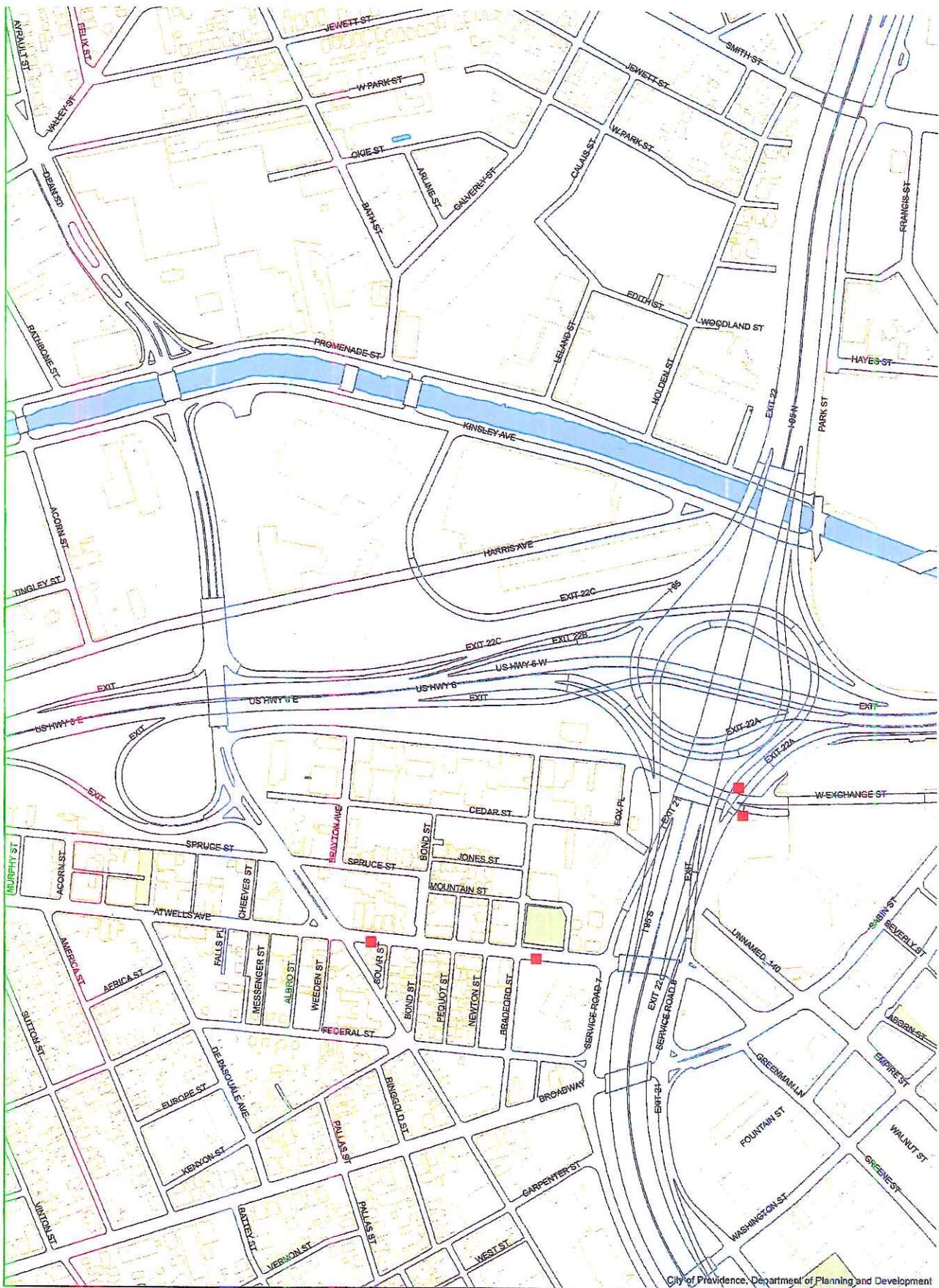


**Traffic Engineering Division**  
Department of Public Works  
City of Providence



60 Emmet St, Providence, RI, 02909  
Phone: 401.781.4645  
Fax: 401.781.4541

PMP Version 04.28.16



City of Providence, Department of Planning and Development

**PROPOSED NEW  
MULTISPACE METERS  
LOCATIONS**

■ Multispace Meter



0 165 330 660 990 1,320 Feet

**Traffic Engineering Division**  
Department of Public Works  
City of Providence



60 E Street St, Providence, RI, 02903  
Phone: 401.221.6065  
Fax: 401.221.4074

PMP Version 04.28.16

## PAY STATION LEASE TO PURCHASE AGREEMENT

This PAY STATION LEASE TO PURCHASE AGREEMENT (this "Agreement") is entered into as of the Effective Date (as defined herein) by and between CALE AMERICA INC., a Delaware corporation having its principal place of business located at 13808 Monroes Business Park, Tampa, FL 33635 ("Cale"), and the CITY OF PROVIDENCE, a municipal corporation having its principal place of business located at City Hall, 25 Dorrance Street, Providence, RI 02903 (the "City").

### Background

- A. Cale is engaged in the business of leasing, selling and servicing multi-space parking meter pay stations ("Pay Stations"), and providing related services and supplies for those Pay Stations.
- B. The City desires to lease and/or purchase Pay Stations from Cale, and to engage Cale to provide services and/or supplies for such Pay Stations, on the terms and conditions set forth in this Agreement.

### Terms and Conditions

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Cale and the City hereby agree as follows:

1. Pay Station Orders. The City may order Pay Stations from Cale from time to time during the term of this Agreement by delivering a Pay Station Order in the form attached hereto as Exhibit A (a "Pay Station Order"). The City may purchase new Pay Stations at any time during the term of this Agreement, even if the City is at such time leasing other Pay Stations to the City with the option to buy.
2. Lease To Purchase of Pay Stations. If the City delivers a Pay Station Order selecting the Lease to Purchase Package, Cale shall lease to the City the Pay Stations specified on the Pay Station Order (the "Leased Pay Stations"), for the term specified in the Pay Station Order and at prices set forth on Exhibit A.
3. Delivery, Installation and Configuration of Pay Stations. Cale shall deliver the Pay Stations ordered by the City to the location(s) specified by the City, and shall install the Pay Stations on prepared ground with the configuration described on Exhibit B. The City shall pay for Cale's reasonable fees to deliver the Pay Stations to the City. Cale shall not be responsible for any ground preparation, unless otherwise contracted for these services. Cale shall use commercially reasonable efforts to install all Pay Stations in a good and workmanlike manner and in compliance with industry standards. The City is solely responsible for determining and directing Cale to install the Pay Stations in locations that comply with any and all City, State and federal ordinances, statutes, laws, regulations and

encroachment requirements applicable to the installation of the Pay Stations within the public right-of-way.

4. Software License. Cale hereby grants to the City a non-transferable license to use the computer software and related materials embedded in the Pay Stations, or otherwise made available by Cale in conjunction with the use or maintenance of the Pay Stations, whether proprietary to Cale or a third party (the "Licensed Programs"), solely to the extent necessary to operate, maintain or repair the Pay Stations leased or purchased by the City pursuant to this Agreement. Cale (or Cale Systems, Inc., as applicable) shall remain the sole owner of all rights with respect to the Licensed Programs. The City agrees (a) not to reverse engineer, copy or distribute the Licensed Programs, (b) not to remove any copyright, trade secret or other proprietary protection legends or notices from the Licensed Programs, and (c) to notify Cale immediately of any unauthorized possession, use or knowledge of the Licensed Programs of which the City is aware.
5. Cale Web Office (CWO) Package. Cale's CWO Package includes the services described on Exhibit A. Cale shall provide the CWO Package with respect to any Pay Stations leased by the City. The City may purchase the CWO Package with respect to any other Pay Stations leased or purchased hereunder, for the price described on Exhibit A. Cale shall use commercially reasonable efforts to protect and maintain the confidentiality of any data transmitted in connection with the CWO Package and the wireless communications associated therewith, including transmission of credit card information from customers who utilize the Pay Stations.
6. Receipt Paper, Optional Equipment and Spare Parts. The City may purchase receipt paper, and optional equipment and spare parts for the Pay Stations from Cale at any time during the lease term, subject in all payment terms in Section 9 below. Cale-certified or other compatible receipt paper must be utilized in the Purchased Pay Stations to secure the general warranty and any maintenance requirements of Cale with respect to the printer.
7. Training. Cale shall provide, at no additional cost, up to 8 hours of training at a location designated by the City to allow the City to develop expertise in the maintenance and repair of the Pay Stations and the use of CWO Package software (if applicable) including, but not limited to (a) parts installation, (b) maintenance, (c) troubleshooting repairs, (d) operations (including programming and inventory), (e) collections, (f) enforcement and (g) preventative maintenance. Cale shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. Any additional training requests beyond the training offered above will be billed at rates outlined in Exhibit E attached hereto.
8. Manuals. Cale shall provide to the City online or PDF copies of all operating manuals, complete with wiring diagrams and specifications, for installation, maintenance and use of the Pay Stations and any user manuals associated with the CWO Package (if applicable). Manuals are also available on the secure portion of Cale's website.
9. Payment Terms. The payment terms for the Pay Stations are described in Exhibit A. Cale shall provide the City with invoices each month showing the calculation of the amounts to

which Cale is entitled for the preceding month. The City shall pay the amount of such invoices to Cale within thirty (30) days after the date of such invoice. Any delinquent payments hereunder shall bear interest at a rate equal to the lesser of (a) one and one-half percent (1½ %) per month or (b) the maximum lawful rate under California law. All services shall be suspended immediately and until payment is received should any payment become more than sixty (60) days delinquent. Cale reserves the right, with notice and at any time during the term of this Agreement, to make changes to any parts prices or service fees under this Agreement for reasons including, but not limited to, manufacturer or vendor price changes, product discontinuation or errors in pricing; provided, however, that any such increase may not, on a percentage basis, exceed the greater of (i) Cale's actual increase in cost of procuring such good or service from a third party (if applicable) and (ii) the percentage change in the consumer price index for All Urban Consumers, as published by the United States Bureau of Labor Statistics, over the relevant time period.

10. Freight. In addition to any other amounts payable by the City hereunder, the City shall pay all freight charges for Pay Stations or parts delivered to the City hereunder. Cale shall charge its actual cost for freight and handling.
11. Sales Tax. In addition to any other amounts payable by the City hereunder, the City shall pay all sales, use, value-added and other similar taxes, however designated, which are levied or imposed by any state, county or other jurisdiction upon the Pay Stations or the Licensed Programs, or upon the services or payments hereunder (unless the City can establish to the reasonable satisfaction of Cale that it is exempt from any such taxes).
12. Cancellation Fees. If the City delivers and subsequently cancels a Pay Station Order, the City shall be responsible for any documented cancellation charges or restocking fees payable by Cale to the manufacturer of the Pay Station or other Cale vendor.
13. Ownership of Pay Stations.
  - 13.1 Leased/Purchase Pay Stations. All Leased Pay Stations provided by Cale to the City hereunder shall at all times remain the property of Cale, unless and until City exercises the Buy-Out Option per Section 13.2. The City shall not remove any labels identifying the Leased Pay Stations as being owned by Cale, and will take all actions necessary and as reasonably requested by Cale to ensure that the Leased Pay Stations will not be subject to any liens in favor of the City or the City's creditors or landlord. The City shall provide Cale with such access to the Leased Pay Stations during normal business hours as Cale may request from time to time for purposes of inspecting the Leased Pay Stations. The City hereby authorizes Cale to file any statements, including UCC financing statements and continuation statements, to confirm Cale's ownership of the Leased Pay Stations in the public record. The City shall be responsible for all damage to the Leased Pay Stations prior to the buyout or return of the Leased Pay Stations to Cale.
  - 13.2 Buy-Out Option. At any time during the initial term of this Agreement, provided that the City is current and fully paid on all amounts owing to Cale, the City may purchase all, but not less than all, of the Leased Pay Stations (such option the

"Buy-Out Option"). The purchase price for exercise of the Buy-Out Option is set forth on Exhibit F hereto and shall depend upon how many monthly lease payments have been made at the time that the Buy-Out Option is exercised. By way of example only, if 26 monthly lease payments have been made, the Buy-Out Option may be exercised by payment of \$58,293.25 to Cale. The purchase price for the Buy-Out Option shall be paid by check, wire transfer, or other immediately available funds.

14. Maintenance of Pay Stations. The City shall be responsible for maintaining the Pay Stations in accordance with the maintenance guidelines attached as Exhibit D (the "Maintenance Requirements"). During training, Cale shall certify one or more of the City's personnel to perform maintenance of the Pay Stations. The City shall not make any alterations, additions or improvements to the Pay Stations without the prior written consent of Cale.
15. Return of Leased Pay Stations. In the event this Agreement is terminated for any reason prior to the expiration of the initial term, as described in Section 19.1 below, the City shall promptly return the Leased Pay Stations (to the extent not previously purchased by the City) to Cale in the same condition as received, ordinary wear and tear excepted.
16. Warranties by Cale.
  - 16.1 General Parts Warranty. During the General Warranty Period (as defined below), Cale shall repair and/or replace, at no additional cost to the City, any part or modular component of the Pay Station determined to be defective in material or workmanship under normal use and service (the "General Warranty"). The City shall cooperate with Cale in any effort to pursue a claim with the manufacturer of a defective part. The "General Warranty Period" for each Pay Station purchased or leased hereunder shall begin on the earlier of (a) twelve (12) months following installation of the Pay Station or (b) thirteen (13) months following the date of delivery of the Pay Station to the City. The General Warranty for any replacement part will run concurrently and terminate with the remaining warranty period.
  - 16.2 Software Warranty. Cale warrants that the Licensed Programs will conform to Cale's specifications in effect on the date of delivery to the City for the period specified in Cale's Parking Systems Price List. Cale shall make reasonable efforts to maintain the Licensed Programs and provide error corrections as necessary to so that the Licensed Programs conform to Cale's specifications, but Cale shall not be required to provide new features or new versions of the Licensed Programs. In no event shall Cale have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects (other than defects in the Leased Pay Stations) or input errors or resulting from changes to or modifications of the Licensed Programs made by the City or any other user. Cale warrants that it has full and complete authority to grant the City use of the Licensed Programs and Pay Stations pursuant to this Agreement. Cale shall defend, indemnify and hold the City, its elected officials, officers and employees

free and harmless with respect to any and all claims and liabilities arising out of actual or alleged proprietary infringement as a result of City's proper use of the Licensed Programs, and/or lease, purchase or use of the Pay Stations.

- 16.3 Extended Warranty for Leased Pay Stations. The General Warranty Period for the Leased Pay Stations shall continue until the termination of the lease for each such Pay Station. Upon exercise of the Buy-Out Option, the City shall have the option to purchase extend warranty coverage on all (but not less than all) Pay Stations.
- 16.4 Optional Extended Warranty. With respect to any Pay Stations purchased new from Cale, the City may extend the General Warranty Period on a month-to-month basis, on the terms described on Exhibit A (the "Extended Warranty"), by delivering a written notice to Cale at least thirty (30) days prior to the expiration of the General Warranty Period for such Pay Station (which may be a blanket written notice for all Pay Stations owned by the City). The City may terminate the Extended Warranty at any time upon thirty (30) days' prior written notice to Cale.
- 16.5 Limitations on Warranties. Notwithstanding anything to the contrary contained in this Section 16,
- (a) due to the nature of the General Warranty (i.e., Cale's provision of replacement parts for installation by the City), and the fact that Cale does not have a reasonable means of tracking the individual Pay Station from which any party requiring replacement was pulled, the City must elect either to have all of its Pay Stations covered by a warranty from Cale or none of its Pay Stations covered by such a warranty;
  - (b) the General Warranty for the printer component of any Pay Station shall be limited to ninety (90) days if the City uses receipt paper that was not purchased from Cale or, if purchased from a third party, is not compatible with the printer;
  - (c) the warranty for the main battery used in the Pay Stations shall not extend for more than twelve (12) months following installation;
  - (d) Cale shall not provide warranty coverage for damage due to accident, neglect, misuse, abuse or natural disasters;
  - (e) Cale's General Warranty does not include the cost of Cale's labor;
  - (f) Cale's warranty shall be voided by (i) use of non-Cale replacement parts, (ii) unauthorized additions to the Pay Stations, (iii) unauthorized alterations to the Pay Stations, (iv) service to the Pay Stations performed by personnel who are not certified by Cale to perform such service, or (v) failure to maintain the Pay Stations in accordance with the Maintenance Requirements.

16.6 Disclaimer of Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16, CALE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PAY STATIONS OR THE LICENSED PROGRAMS. CALE'S SOLE RESPONSIBILITY AND LIABILITY HEREUNDER SHALL BE TO REPAIR OR REPLACE, AT CALE'S OPTION, A DEFECTIVE PRODUCT.

16.7 Wireless Data Transmission Matters Pertaining to the CWO Service. THE CITY HAS NO CONTRACTUAL RELATIONSHIP WITH CALE'S WIRELESS SERVICE CARRIER(S) AND THE CITY IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CALE AND ITS CARRIER(S). THE CITY UNDERSTANDS AND AGREES THAT THE CALE'S CARRIER(S) HAS NO LIABILITY OF ANY KIND TO THE CITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THE CITY HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. THE CITY UNDERSTANDS CALE'S WIRELESS SERVICE CARRIER(S) CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE CITY MAY NOT RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY. NOTHING IN THIS SECTION 16.7 SHALL BE DEEMED TO AFFECT CALE'S COMMITMENT TO DATA SECURITY SET FORTH IN SECTION 5.

17. Insurance.

17.1 General Liability Insurance. Throughout the term of this Agreement, each of Cale and the City shall maintain a policy of general comprehensive public liability and property damage insurance with a limit of not less than \$1,000,000 for each occurrence and a general aggregate limit (if any) of not less than \$3,000,000.

17.2 Worker's Compensation Insurance. Throughout the term of this Agreement, Cale shall maintain worker's compensation insurance as required by all applicable laws.

17.3 Property Insurance. Throughout the term of this Agreement, the City shall maintain property insurance to insure the Leased Pay Stations while under the City's care, custody or control, in an amount at least equal to the replacement value of the Leased Pay Stations.

17.4 Evidence of Insurance. At any time during the term of this Agreement, either party shall furnish to the other, upon request, satisfactory evidence that such party is in compliance with the requirements of this Section 17.

17.5 Self-Insurance. The City may fulfill its obligations under Sections 17.1 and 17.3 through an established program of self-insurance (for claims in amounts of \$250,000 or less).

18. Indemnification.

18.1 The City shall indemnify Cale and its officers, directors, employees and agents, and their respective successors and assigns, from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by such person with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the City's negligent use or maintenance of the Pay Stations, or City's use or maintenance of the Pay Stations in a manner prohibited by this Agreement (except to the extent caused by the defective design or installation of the Pay Stations, or the negligence or willful misconduct of Cale or its employees, agents or independent contractors).

18.2 Cale shall defend, indemnify and hold harmless the City and its officers, directors, employees and agents, and their respective successors and assigns, from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by such person with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the defective design or installation of the Pay Stations, or the negligence or willful misconduct of Cale or its employees, agents or independent contractors in connection with the performance of this Agreement.

18.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, (1) IN NO EVENT SHALL CALE BE LIABLE TO THE CITY OR ANY THIRD PARTY FOR ANY ENVIRONMENTAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DELAY DAMAGES, LOST OPPORTUNITY DAMAGES, LOST DATA OR LOST PROFITS) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR THE CITY'S USE OF THE PAY STATIONS OR THE LICENSED PROGRAMS, and (2) IN NO EVENT SHALL CALE'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING UNDER THIS AGREEMENT OR WITH RESPECT TO ANY PAY STATIONS OR LICENSED PROGRAMS FURNISHED HEREUNDER EXCEED THE LESSER OF THE AGGREGATE AMOUNTS PAID TO CALE BY THE CITY HEREUNDER, OR ONE MILLION DOLLARS (\$1,000,000). THIS SECTION 18.3 SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FOR WHICH CALE IS REQUIRED TO INDEMNIFY THE CITY PURSUANT TO SECTION 18.2 ABOVE.

18.4 The provisions of this Section 18 shall survive the expiration or termination of this Agreement for any reason.

19. Term and Termination.

- 19.1 The initial term of this Agreement shall begin on the Effective Date and shall continue until the fifth (5<sup>th</sup>) anniversary of the Effective Date, unless terminated earlier pursuant to this Section 19. The City shall have the right to extend the term of this Agreement for up to five (5) successive periods of one (1) year each by providing Cale with written notice of its desire to extend the term (a "Renewal Notice") at least thirty (30) days prior to the expiration of the initial term or the then current extended term. The provisions of this Agreement shall apply during any extended term, except that Cale may increase its prices hereunder by up to 3% from the pricing in effect during the preceding term. If Cale elects to increase its pricing, it will notify the City of the price increase in writing (a "Price Increase Notice") within ten (10) days after receipt of the Renewal Notice (in which case the City shall be permitted to withdraw the Renewal Notice by notifying Cale in writing within ten (10) days after delivery of the Price Increase Notice).
- 19.2 Either party hereto may terminate this Agreement by written notice to the other if the other party breaches or is in default of any material obligation hereunder and has not cured such default or breach within thirty (30) days after receipt of notice of a default or breach specifying the nature of such default or breach in reasonable detail. Notwithstanding the foregoing, in the event of a payment default, the non-defaulting party can terminate five (5) days after providing notice of the same. In the event of default by Cale, at City's option and in addition to terminating this Agreement, Cale shall promptly remove all Pay Stations and refund any unearned sums prepaid by the City, and shall restore City's property to its former condition, in compliance with all applicable statutes, codes and regulations.
- 19.3 Either party hereto may immediately terminate this Agreement by written notice to the other if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs with respect to a party, such party shall immediately notify the other party of its occurrence.
- 19.4 Cale may immediately terminate this Agreement by written notice to the City if any attachment, levy or execution is threatened or levied upon or against the Leased Pay Stations.
- 19.5 The termination of this Agreement for any reason shall not affect (a) the right of either party to receive amounts to which such party is entitled pursuant to this Agreement or (b) the right of either party to seek damages from the other party with respect to the events giving rise to the termination of this Agreement.

- 19.6 In the event that this Agreement is terminated by Cale in accordance with the provisions of this Section 19, Cale may, at its option, exercise any one or more of the following remedies: (a) declare all remaining payments due from the City hereunder to be immediately due and payable; (b) require the City to immediately return the Leased Pay Stations; (c) enter upon the premises where the Leased Pay Stations are located and take immediate possession of the Leased Pay Stations; (d) sell or lease the Leased Pay Stations without relieving the City of its obligations hereunder (but using the sale or lease proceeds from the repossessed Pay Stations to offset any amounts owing by the City to Cale); or (e) exercise any one or more additional remedies available under applicable law. If Cale lawfully takes possession of any Pay Stations pursuant to this Section 19.6, the City shall pay Cale one hundred dollars (\$100) for each such Pay Station as the cost of de-installing such Pay Station, together with the cost of any freight charges incurred by Cale, not to exceed \$150 per Pay Station (or, if higher, Cale's actual costs).
- 19.7 Notwithstanding anything in this Agreement to the contrary, City may terminate this Agreement in the event it suffers an unforeseeable, financial shortfall such that continued payments hereunder would cause the City to incur serious financial hardship as determined by City's City Council. In such event, Cale shall be paid a prorated amount otherwise due and owing for the balance of the current calendar year or fiscal year, whichever is longer, as well as all costs of Pay Station removal as set forth in Section 19.6 above.
20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by any event beyond the reasonable control of such party (including any delay or failure caused by the unavailability of the internet or wireless data transmission, or other failure or delay related to wireless access); provided, however, that if such party is unable to perform its obligations under this Agreement for a period of seven (7) consecutive days, such failure shall, for purposes of Section 19 of this Agreement, be treated as a breach by such party that is incapable of cure.
21. Confidentiality. Cale and the City recognize and acknowledge that all records and documents provided by either of them to the other in connection with the performance of this Agreement and not generally known to the public ("Confidential Information"), constitute valuable, special, and unique and proprietary assets of the party providing such information. Cale and the City each agree that, except as otherwise required by applicable law, they shall keep such Confidential Information private and hold such Confidential Information in strictest confidence, and shall require its directors, officers, employees, representatives and advisors to keep such Confidential Information private and hold such Confidential Information in strictest confidence. Upon the termination of this Agreement for any reason, Cale and the City shall return to each other any Confidential Information of the other party that is capable of return. The provisions of this Section 21 shall survive the termination of this Agreement for any reason.
22. Intellectual Property Rights. The City acknowledges and agrees that any and all trademarks, trade names, copyrights and other intellectual property rights embedded or

used in connection with the Leased Pay Stations or the Licensed Programs are and shall remain the sole property of Cale (or Cale Systems, Inc., as applicable). The City shall not remove or alter any trademarks, trade names or brand names on the Leased Pay Stations furnished to the City hereunder.

23. General Provisions.

- 23.1 Choice of Law. The laws of the State of Rhode Island (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this Agreement and all of the transactions contemplated hereby, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.
- 23.2 Designation of Forum. Any party to this Agreement bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions contemplated hereby shall bring the legal action or proceeding in either the United States District Court for the District of Rhode Island or in any court of the State of Rhode Island sitting in Providence, Rhode Island (the "Designated Courts"). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts or any other appropriate forum.
- 23.3 Waiver of Right to Contest Jurisdiction. Each party to this Agreement waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to a Designated Court as the proper venue for any legal action or proceeding arising out of or relating to this Agreement, and (b) any claim that any action or proceeding brought in a Designated Court has been brought in an inconvenient forum.
- 23.4 Notice. Any notice, demand or other communication to a party to this Agreement that is permitted or required hereunder shall be given in writing, and shall be deemed to have been duly delivered (a) when delivered by personal delivery, (b) three (3) days after being deposited with the United States Postal Service for mailing by first class mail, postage prepaid, certified mail, with return receipt requested (regardless of whether the return receipt is subsequently received), or (c) one business day after being deposited with a nationally recognized courier service for overnight delivery; and in each case addressed by the sender to Cale at the address first listed above, to the City at the address listed on the signature page to this Agreement, or to such other address as a party may notify the other party in writing in conformity with the provisions of this Section.
- 23.5 Further Action. Each party hereto agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

- 23.6 No Agency. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between the parties.
- 23.7 Amendment. The parties may not amend this Agreement orally. The parties may amend this Agreement only by a written agreement signed by all of the parties to this Agreement.
- 23.8 No Waiver. No waiver of any provision of this Agreement, and no consent to any departure by any party from the terms and conditions of this Agreement, shall be effective unless such waiver or consent is given in writing by the party against whom such waiver or consent is sought to be enforced (in which the case the waiver or consent shall be effective only in the specific instance, and only for the specific purpose, for which it was given). No failure or delay by a party in exercising any right or remedy, or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right or remedy of such party hereunder, or limit or prevent the subsequent enforcement of any provision of this Agreement by such party.
- 23.9 Integration. This Agreement, together with the Exhibits attached hereto, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
- 23.10 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions and conditions of this Agreement for each party remain valid, binding and enforceable.
- 23.11 Assignment. The City may not assign any of its right or obligations hereunder, or sublease the Leased Pay Stations, without the prior written consent of Cale. Cale may assign its rights, title and interests under this Agreement, and may grant or assign a security interest in this Agreement or the Leased Pay Stations, and the City's rights hereunder shall be subordinated thereto.
- 23.12 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assignees of the parties. This

Agreement shall continue to be binding upon the City notwithstanding any sale of the City or the business or assets of the City.

- 23.13 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all or which, collectively, constitute only one agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other form of electronic transmission shall be as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement shall be effective when each party to this Agreement has delivered an executed counterpart signature page to each other party (the "Effective Date").
- 23.14 Exhibits. References herein to "Exhibits" are to the exhibits attached to this Agreement. The Exhibits attached to this Agreement are an integral part of this Agreement and are incorporated herein by this reference.
- 23.15 Number and Gender. Except where the context requires otherwise, any reference in this Agreement to the singular includes the plural, and any reference in this Agreement to the masculine gender includes the feminine and neuter gender.
- 23.16 Descriptive Headings. The titles and captions preceding the text of the sections of this Agreement are inserted solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect.
- 23.17 Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity and that this Agreement is binding upon the entity. The City represents and warrants that, as of the Effective Date, sufficient funds have been appropriated, budgeted and are otherwise available to permit the City to make the payments due hereunder.
- 23.18 Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement shall fall upon Saturday, Sunday or any public or legal holiday, whether federal or of the State of Florida or Rhode Island, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding regular business day to exercise such privilege or to discharge such duty.
- 23.19 Attorneys Fees. The prevailing party in any action brought for breach or to enforce any provision of this Agreement, shall be entitled to recover its reasonable attorneys fees and costs.

[Signatures begin on next page.]

IN WITNESS WHEREOF, Cale and the City have executed this PAY STATION LEASE TO PURCHASE AGREEMENT on the dates set forth below.

CALE AMERICA INC.

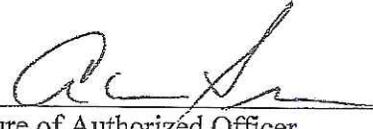
CITY OF PROVIDENCE, RHODE ISLAND

By: 

Print Name: Kenneth J Beattie

Title: Controller/Secretary

Date: 8-29-2013

  
Signature of Authorized Officer

Director of operations  
Title of Authorized Officer

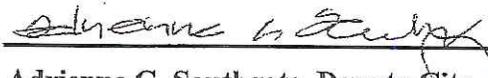
8/8/13  
Date

Type of Entity

Mailing Address:

25 Dorrance Street  
Providence, RI 02903

Approved as to form and correctness:

  
Adrienne G. Southgate, Deputy City Solicitor

## PAY STATION PROVIDER AGREEMENT

- Exhibit A: Pay Station Order
- Exhibit B: Configuration
- Exhibit C: Not Applicable
- Exhibit D: Maintenance Requirements
- Exhibit E: Billable Rates for Service
- Exhibit F: Buy-Out Option Schedule

Exhibit A

PAY STATION ORDER

Meter Type:	CALE MPC Meter
Quantity:	26
Purchase Type:	Lease Purchase
Lease Term:	36 months
Payment:	\$236.36 per meter, per month

**Other One-Time Costs** (to be paid separately upon invoice):

Installation to City prepared ground	\$100 per meter
Shipping	\$175 per meter

**On-Going Costs**

CALE WebOffice (CWO) Basic Subscription	\$ 45 per meter, per month
Onsite Support (upon request)	\$125 per hour plus expenses

Lease Option (financing the meters over 36 month term) –

***The monthly payment will be \$236.36/month/meter, and will include a Parts Warranty for the full financing term of 3 years. Once the 36 payments are received by Cale, the City of Providence will own the meters outright. There are no early pre-payment or advanced interest penalties applicable to this agreement that would be payable by the City to Cale America.***

***Note: All pricing excludes any and all applicable taxes.***

Exhibit B

CONFIGURATION

Standard Configuration CALE MP104 Compact (MPC) Pay Station

- Pay and Display
- Coin Acceptance (.05, .10, .25, & \$1 coins)
- Credit/Debit Card Acceptance (M/C, Visa, Discover, and Amex)
- Solar or A/C Powered with a 55AH battery back up
- 3G Communications Ready (Modem, SIM Card and Antenna)
- Unique Mechanical Lock Sets
- Three (3) Year Parts Warranty
- Ground Preparation Hardware
- Stainless Steel Cabinet with Standard Black Color Scheme
- Rate Software
- 24/7/365 Technical Phone Support
- Instructional Placard and Decal Set
- Antipin coin entry security
- 4-line LCD Programmable Display
- Thermoelectric Printer

Exhibit C

Not Applicable

## Exhibit D

### Preventive Maintenance Requirements

Cale Parking PM Checklist v2.2

Date: \_\_\_\_\_ Terminal ID: \_\_\_\_\_ Hrs of Oper: \_\_\_\_\_ Max Time: \_\_\_\_\_ Rate(s): \_\_\_\_\_

#### **Item Notes**

- Check operations of coin, credit card, smart card and bill acceptor
- Verify accuracy of time on clock display (1#). Adjust if needed (1\*hhmm#)
- Open upper cabinet door and switch main power off

#### **Battery**

- Inspect main battery for signs of leakage or corrosion<sup>1</sup>
- Check battery connections
- Test and record battery voltage with volt meter Voltage:

#### **Printer - Main Assembly**

- Remove dust and paper debris using soft brush and canned air
- Check low paper arm for proper motion
- Clean black mark and low paper sensors with soft brush and canned air
- Lightly clean rubber bands on ticket eject roller with mild cleaner

#### **Coin Handling System**

- Remove dust/debris from antipin coin channels with soft brush or canned air
- Clean coin verifier, sensor lens and all coin-roll surfaces with alcohol
- Clean coin escrow and coin return bowl with canned air or alcohol
- Apply Rain-X to coin-contact surfaces inside coin verifier
- Inspect escrow drive gears for signs of wear
- Inspect escrow flaps and screws for tightness
- Check for smooth operation of antipin solenoid

#### **Mag Stripe Card Reader**

- Remove dust and debris with canned air from card and head areas
- Clean head with alcohol
- If applicable, used new dual-reader smart-cleaning card
- Check cable connections for tightness and corrosion<sup>2</sup>

#### **Miscellaneous**

- Clean inside of display window with alcohol
- Clean out inside bottom of cabinet
- Check the friction in the lock bolts of the doors
- Check tightness of cancel and issue ticket buttons
- Check all hardware, cables, connectors and PC card for fit and tightness
- Check for damaged door seals
- Check all buttons for smooth operation
- Clean exterior of cabinet and removed stickers and graffiti as necessary
- Repaint cabinet if needed
- Clean solar panel
- Retest coin, cc, smart card, bill operations and all button operations

<sup>2</sup>Clean corrosion on cable connectors and circuit board terminals with alcohol and stiff brush. Dry connectors thoroughly with canned air. Apply a non-petroleum based product such as dielectric grease to help prevent fut

Exhibit E

Billable Rates for Service

Software Development                      \$165/hr

CALE WebOffice or meter operating system (bios/FBO) development requests

Field Service and Training                \$125/hr

On-site meter maintenance by a CALE-certified technician. Travel time and approved travel costs, if any, will apply; 1 hour minimum local or 4 hour minimum if over 50 miles

Programming & IT Support                \$ 95/hr

Meter parameter changes, rate changes, display and/or receipt language changes, graphic design, merchant account changes and CWO database or custom report projects. One (1) hour minimum.

Exhibit F

Buy-Out Option Schedule

<b>No. of Payment Made</b>	<b>Buy-Out Amount</b>
1	\$ 181,563.00
2	\$ 177,183.79
3	\$ 172,761.98
4	\$ 168,297.14
5	\$ 163,788.86
6	\$ 159,236.71
7	\$ 154,640.27
8	\$ 149,999.11
9	\$ 145,312.79
10	\$ 140,580.87
11	\$ 135,802.91
12	\$ 130,978.46
13	\$ 126,107.07
14	\$ 121,188.28
15	\$ 116,221.63
16	\$ 111,206.66
17	\$ 106,142.88
18	\$ 101,029.84

19	\$ 95,867.05
20	\$ 90,654.03
21	\$ 85,390.28
22	\$ 80,075.31
23	\$ 74,708.63
24	\$ 69,289.74
25	\$ 63,818.11
26	\$ 58,293.25
27	\$ 52,714.63
28	\$ 47,081.74
29	\$ 41,394.03
30	\$ 35,650.98
31	\$ 29,852.05
32	\$ 23,996.70
33	\$ 18,084.38
34	\$ 12,114.53
35	\$ 6,086.59
36	\$ (0.00)

\*The Pay Stations are owned after the City has made the thirty-six (36<sup>th</sup>) payment.

PO 544217  
PO 543912



Rhode Island  
Department of City Clerk

MEMORANDUM

DATE: July 15, 2013  
TO: Acting Purchasing Director  
SUBJECT: APPROVAL OF PAYMENT TO CALE AMERICA, INC. -  
DEPARTMENT OF PUBLIC WORKS/DIVISION OF TRAFFIC  
ENGINEERING

CONSIDERED BY: Board of Contract and Supply

VOTED: that the Acting Purchasing Director hereby authorizes approval of payment to CALE America, Inc., to provide the City with 26 multi-space parking machines, at a cost of Two Hundred Thirty Six Dollars and Thirty Six (\$236.36) Cents per meter per month, under a 3 year lease-to-own arrangement, for a total amount not to exceed Seventy Three Thousand Seven Hundred Forty Four Dollars and Thirty Two (\$73,744.32) Cents, all in accordance with the request Leo Perrotta, Parking Administrator, in communication dated June 20, 2013.

cc: Pur.Dir.  
Contr.  
P. Works ✓  
File

had to increase  
in June 2015

FY15  
July 2014  
PO 544217

FY16  
July 2015  
PO 543912

FY17  
July 2016

*Ann M. [Signature]*  
City Clerk



## CITY OF PROVIDENCE

Angel Taveras, Mayor

June 20, 2013

The Honorable Angel Taveras  
Mayor, City of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Taveras:

This office is recommending the approval of the proposal by CALE America, Inc. to provide the City of Providence with 26 multi-space parking machines at a cost of \$236.36 per meter per month, under a 3 year lease-to-own arrangement. The annual cost will be \$73,744.32.

The price that was quoted by CALE America, Inc. is based upon a \$7,150 per meter cost that has been amortized over three (3) years at an interest rate of 2.5%. In addition a \$30.00 monthly warranty fee that covers the cost of all parts during the life of the loan is included in the \$236.36 monthly meter payment.

The City of Providence provides a number of paid parking options for motorists that come to the City, one of which includes multi-space meters. At present, the city owns 17 CALE multi-space parking meters, which accept coin and credit card. In addition to being an economical proposal, it also makes good business sense for the City to purchase the same brand of multi-space machines that it currently owns. This will enable the department to stock one set of parts, make repairs faster and have a good working knowledge on how to service one type of machine, rather than multiple styles. Furthermore, there are no extra fees for credit card charges and the monthly web-office fee of \$45.00 per machine provides the City with revenue data on a daily basis.

If you have any further questions, please do not hesitate to contact me at 781-4045.

Sincerely,

Leo J. Perrotta  
Parking Administrator  
City of Providence

cc: Bill Bombard Acting Director Public Works  
Alan Sepe, Director of Operations

DEPARTMENT OF PUBLIC WORKS - DIVISION OF TRAFFIC ENGINEERING

60 Ernest Street Providence, Rhode Island 02905

401 781 4045 ph | 401 941 2567 fax

[www.providenceri.com](http://www.providenceri.com)

~~PD 544149~~  
PD 545911

City of Providence



Rhode Island  
Department of City Clerk  
MEMORANDUM

DATE: November 17, 2014

TO: Acting Purchasing Director 516-53401

SUBJECT: APPROVAL OF A CONTRACT PROPOSAL WITH CALE AMERICA, INC. TO PROVIDE THE CITY OF PROVIDENCE WITH 20 MULTI-SPACE PARKING MACHINES - DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRAFFIC ENGINEERING

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval of a contract proposal with CALE America, Inc., to provide the City of Providence with 20 multi-space parking machines in the amount of Two Hundred Thirty Six Dollars and Thirty Six (\$236.36) per meter per month, under a 3 year lease-to-own arrangement, for a total amount not to exceed Fifty Eight Thousand Eight Hundred Ninety Three Dollars and Six (\$58,893.06) Cents, all in accordance with the request of Leo Perrotta, Parking Administrator, in communication dated November 6, 2014.

cc: Pur.Dir.  
Contr.  
Traffic  
File

FY15  
July 2014  
PD 544149

FY16  
July 2015  
PD 545911

FY17  
July 2016

*Lois L. Hagen*  
Second Deputy City Clerk



CITY OF PROVIDENCE  
Angel Taveras, Mayor

November 6, 2014

The Honorable Angel Taveras  
Mayor, City of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Taveras:

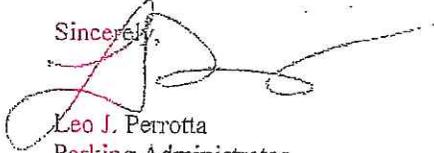
This office is recommending the approval of the proposal by CALE America, Inc. to provide the City of Providence with 20 multi-space parking machines at a cost of \$236.36 per meter per month, under a 3 year lease-to-own arrangement. The annual cost will be \$58,893.06

The price that was quoted by CALE America, Inc. is based upon a \$7,150 per meter cost that has been amortized over three (3) years at an interest rate of 2.5%. In addition a \$30.00 monthly warranty fee that covers the cost of all parts during the life of the loan is included in the \$236.36 monthly meter payment.

These machines will be utilized to expand the City's current paid parking system by approximately 210 parking spaces. Based upon a minimal 25% paid occupancy rate, the city will realize an additional \$196,875 in annual revenue, which will far exceed the annual costs. Funds to pay for the meters will be derived from revenue generated from the machines.

The City of Providence provides a number of paid parking options for motorists that come to the City, one of which includes multi-space meters. At present, the city owns 43 CALE multi-space parking meters, which accept coin and credit card. In addition to being an economical proposal, it also makes good business sense for the City to purchase the same brand of multi-space machines that it currently owns. This will enable the department to stock one set of parts, make repairs faster and have a good working knowledge on how to service one type of machine, rather than multiple styles. Furthermore, there are no extra fees for credit card charges and the monthly web-office-fee of \$45.00 per machine provides the City with revenue data on a daily basis.

Sincerely,



Leo J. Perrotta  
Parking Administrator  
City of Providence

cc: Bill Bombard Acting Director Public Works  
Alan Sepe, Director of Operations

DEPARTMENT OF PUBLIC WORKS - DIVISION OF TRAFFIC ENGINEERING

60 Ernest Street Providence, Rhode Island 02905

401 781 4045 ph | 401 941 2567 fax

www.providenceri.com

PO 546242

City of Providence



Rhode Island  
Department of City Clerk  
MEMORANDUM

DATE: August 24, 2015  
TO: Purchasing Director  
SUBJECT: APPROVAL OF A CONTRACT PROPOSAL WITH CALE AMERICA, INC. TO PROVIDE THE CITY OF PROVIDENCE WITH 20 MULTI-SPACE PARKING MACHINES – DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRAFFIC ENGINEERING

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval of a contract proposal with CALE America, Inc., to provide the City of Providence with 20 multi-space parking machines, these machines will be utilized to expand the City's current paid parking system by approximately 210 parking spaces, in the amount of Two Hundred Twenty Two (\$222.00) Dollars per meter per month, under a 3 year lease-to-own arrangement, for a total amount not to exceed Fifty Three Thousand Two Hundred Eighty (\$53,280.00) Dollars, all in accordance with the request of Russell Knight, Director, in communication dated July 21, 2015.

cc: Pur.Dir.  
Contr.  
P. Works  
File

FY16  
July 15  
546246

FY17  
July 16

FY18  
July 17

*Lois L. Hagen*  
City Clerk



CITY OF PROVIDENCE  
Jorge O. Elorza Mayor

July 21, 2015

The Honorable Jorge O. Elorza  
Mayor, City of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

This office is recommending the approval of the proposal by CALE America, Inc. to provide the City of Providence with 20 multi-space parking machines at a cost of \$222.00 per meter per month, under a 3 year lease-to-own arrangement. The annual cost will be \$53,280.00. The funding is available in Account #305-52911

The price that was quoted by CALE America, Inc. is based upon a \$7,150 per meter cost that has been amortized over three (3) years at an interest rate of 2.5%.

These machines will be utilized to expand the City's current paid parking system by approximately 210 parking spaces. Based upon a minimal 25% paid occupancy rate, the city will realize an additional \$196,875 in annual revenue, which will far exceed the annual costs. Funds to pay for the meters will be derived from revenue generated from the machines.

The City of Providence provides a number of paid parking options for motorists that come to the City, one of which includes multi-space meters. At present, the city owns 67 CALE multi-space parking meters, which accept coin and credit card. In addition to being an economical proposal, it also makes good business sense for the City to purchase the same brand of multi-space machines that it currently owns. This will enable the department to stock one set of parts, make repairs faster and have a good working knowledge on how to service one type of machine, rather than multiple styles. Furthermore, there are no extra fees for credit card charges and the monthly web-office fee of \$49.00 per machine provides the City with revenue data on a daily basis.

Sincerely,

Leo J. Perrotta  
Parking Administrator  
City of Providence

cc: Russell Knight, Director Public Works  
Alan Sepe, Director of Operations

DEPARTMENT OF PUBLIC WORKS - DIVISION OF TRAFFIC ENGINEERING  
60 Ernest Street Providence, Rhode Island 02905  
401 781 4045 ph | 401 941 2567 fax  
www.providenceri.com



CITY OF PROVIDENCE

Jorge O. Elorza, Mayor

March 10, 2016

The Honorable Jorge O. Elorza  
Mayor, City of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

This office is recommending the approval of the proposal by CALE America, Inc. to provide the City of Providence with 20 multi-space parking machines at a cost of \$222.00 per meter per month, under a 3 year lease-to-own arrangement. The annual cost will be \$53,280.00. The funding is available in Account #305-52911.

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The City of Providence provides a number of paid parking options for motorists that come to the City, one of which includes multi-space meters. At present, the city owns 87 CALE multi-space parking meters, which accept coin and credit card. In addition to being an economical proposal, it also makes good business sense for the City to purchase the same brand of multi-space machines that it currently owns. This will enable the department to stock one set of parts, make repairs faster and have a good working knowledge on how to service one type of machine, rather than multiple styles. Furthermore, there are no extra fees for credit card charges and the monthly web-office fee of \$49.00 per machine provides the City with revenue data on a daily basis.

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cc: Russell Knight, Director Public Works  
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**Cale - Confidential Quotation**  
For: City of Providence

Quote Issued: January 15, 2016

Quote Expires: February 19, 2016

Quote Name: Providence (20 CWT)

Quote ID: 2

**General Information**

**Bill To:**  
City of Providence  
60 Ernest St  
Providence, RI

**Contact:**  
City of Providence  
60 Ernest St  
Providence, RI

**Prepared By:**  
Brett Ruhmann

**Prepared For:**  
Leo Perrotta

**Equipment**

Product Name	Quantity	Unit Price	Year One Total	Year Two Total	Year Three Total
CWT Pay Station	20	\$2,664.00	\$53,280.00	\$53,280.00	\$53,280.00
Coin Acceptance	20	\$0.00	\$0.00		
Credit/Debit Card Acceptance	20	\$0.00	\$0.00		
Pay & Display	20	\$0.00	\$0.00		
Receipt Paper	20	\$25.00	\$500.00		
Solar Charging	20	\$0.00	\$0.00		
Annual Total			\$53,780.00	\$53,280.00	\$53,280.00

**On-Going Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
Cale WebOffice Basic	20	\$540.00	\$10,800.00	\$10,800.00	\$10,800.00
Annual Total			\$10,800.00	\$10,800.00	\$10,800.00

**General Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
Installation - Labor	20	\$100.00	\$2,000.00		
Shipping Charges	20	\$200.00	\$4,000.00		
Annual Total			\$6,000.00	\$0.00	\$0.00

**Total Costs**

Year One Total	Year Two Total	Year Three Total
\$70,580.00	\$64,080.00	\$64,080.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Cale for the same products and services, if any:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_