

RESOLUTION OF THE CITY COUNCIL

No. 524

Approved November 8, 2018

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

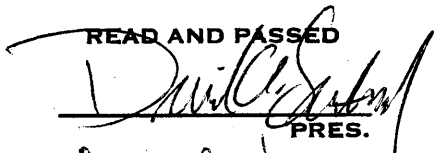
Cale America
(Department of Public Works)


\$20,400.00

IN CITY COUNCIL

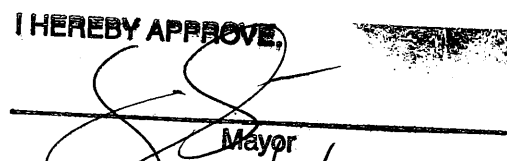
NOV 01 2018

READ AND PASSED


PRES.


CLERK

I HEREBY APPROVE,


Mayor

Date: 11/8/18



Office of the Internal Auditor

June 5, 2018

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:

- **Department of Public Works:**
 - Request of a change order with **Cale America** in the amount of **\$20,400** for a total amount of \$63,600.00 in accordance with Code of Ordinance Section 21-26.
 - Request to award **Providence 2018 Capital Improvement Plan Road Paving – Contract 1** to D'Ambra Construction in the amount of **\$2,883,166.25** in accordance with the Code of Ordinance Section 21-26.
- **Public Property**
 - Request to piggyback the State of RI MPA 41 with **C & K Electric Company, Inc.** for the conversion of decorative lighting or an amount of **\$811,156.00** accordance with the Code of Ordinance, Section 21-26.

Sincerely,

A handwritten signature in black ink, appearing to read "Gina M. Costa".

Gina M. Costa
Internal Auditor

Cc: Al Buco, Acting Director of Public Property
Michael Borg, Director of Public Works
Molly Hannlon, Associate Director of Purchasing
James Lombardi, Senior Adviser to the City Council

Michael D. Borg
Director



Jorge O. Elorza
Mayor

DEPARTMENT OF PUBLIC WORKS
"Building Pride in Providence"

June 1, 2018

The Honorable Jorge O. Elorza
Chairman, Board of Contract and Supply
City Hall
25 Dorrance Street
Providence, RI 02903

RE: **Change Order 1 to Monthly Parking Meter Service Fees**

ID Number: 15243

Original Award Date: September July 24, 2017

Dear Mayor Elorza,

The department of (Public Works) respectfully requests **change order #__1__** to our contract with Cale America in the amount of \$(20,400.00). The total new contract amount not to exceed is (63,600.00).

Original Contract Amount:	\$ 43,200.00
Change Order #1	\$20,400.00
Change Order #2 (if applicable)	\$
Change Order #3 (if applicable)	\$
Change Order #4 (if applicable)	\$
Final Contract Amount	\$

(Sheet with additional change orders is ☐ or is **not** ☒ attached)

This change order is necessary to close out FY18 Fiscal Year.
Funds in the amount of \$20,400.00 are available in account code 1-101-508-53500.

Cale America Inc.
13808 Monroe Bus Park
Tampa, FL 33635

Respectfully Submitted,


Michael D. Borg-Director
700 Allens Avenue-Prov, RI 02905

Financial Approval:

Minority Participation:
\$ 0 %

Account Code:
1-101-508-53500.

700 Allens Avenue Providence, Rhode Island 02905
Phone 401-467-7950/Fax 401-941-2567
www.providenceri.com/dpw

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: July 24, 2017

TO: Purchasing Director

SUBJECT: **APPROVAL OF A PAYMENT OF SERVICE CONTRACT FEES WITH CALE AMERICA INC FOR MONTHLY SERVICES TO PARKING METERS – DEPARTMENT OF PUBLIC WORKS**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval of a payment of service contract fees with Cale America Inc., sole vendor, in the amount of Three Thousand Six Hundred (\$3,600.00) Dollars per month, for Monthly Services to parking meters, in a total amount not to exceed Forty Three Thousand Two Hundred (\$43,200.00) Dollars for the 2017/2018 fiscal year, all in accordance with the request of Michael Borg, Director, in communication dated July 6, 2017.

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

Lou L. Hagen
City Clerk

**CONTRACT FOR WEB SERVICES, BACK OFFICE SUPPORT, MONTHLY CREDIT
CARD GATEWAY FEES, ALARMS AND CELLULAR COMMUNICATION FEES
FOR PROVIDENCE DEPARTMENT OF PUBLIC WORKS**

This Agreement for Web Services, back office support, monthly credit card gateway fees, alarms and cellular communication fees is effective as of July 24, 2018 between Cale America Inc. (the "Provider"), a Delaware corporation, and the Department of Public Works of the City of Providence, a Rhode Island municipality ("DPW").

RECITALS

WHEREAS, Provider is the Sole Source for the services which are the subject of this contract; and

WHEREAS, this Contract reflects the entire agreement between the parties regarding the subject matter described in the Quotation, attached as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Services. Provider shall provide services described in this agreement pursuant to Exhibit A ("the Services").

Section 2. Service Price. Services shall be provided at unit prices identified in Exhibit A. In no event shall the Provider charge more than \$61,740 during the course of the Term. If extended pursuant to Section 3, the service price for each additional period will be \$61,740.

Section 3. Term. This Agreement is effective from July 24, 2018 through July 23, 2019. All prices quoted must remain firm for this time period. The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with 30 days' written notice. By mutual agreement of the parties, the contract may be extended for two additional one-year terms as of the expiration of the original term.

Section 4. Licenses. The Provider and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by federal, state, and local law to perform such work.

Section 5. Independent Provider Status. The parties hereby acknowledge that Provider is not, and understand that this Agreement shall not render Provider, an employee, partner, agent of, or joint venturer with DPW or the City for any purpose. Provider is and will remain an independent contractor in Provider's relationship to DPW and the City. Neither DPW nor the City shall be responsible for withholding taxes with respect to the Provider's compensation hereunder. Provider shall have no claim against DPW or the City under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, employee benefits, or any other benefits of any kind. Provider has no right or authority to

assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other person, including without limitation the City or DPW.

Section 6. Insurance. Provider shall carry liability insurance relative to the Services. Provider must provide certificate of insurance listing the "City of Providence" as an additional insured.

Section 7. Confidentiality. Provider acknowledges that Provider may have access to and become acquainted with information that is confidential in nature ("Confidential Information"). Provider shall not disclose any Confidential Information, directly or indirectly, or use any Confidential Information either during the term of this Agreement or at any time thereafter except as required in the course of performing this Agreement.

Section 8. Indemnification. Provider agrees to indemnify and hold harmless the City and DPW from and against any and all losses, expenses, or damages of any nature whatsoever (including without limitation, out-of-pocket expenses, attorneys' fees and costs and other related expenses) incurred by reason of Provider's negligence or breach of contract. Provider agrees that no funds received from the DPW will be used to support litigation against the City.

Section 9. Miscellaneous Provisions.

- A. No Third Party Beneficiaries. This agreement shall not inure to the benefit of and may not be relied upon by any third party claiming to be a third party beneficiary.
- B. Choice of Law. The laws of the State of Rhode Island (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions contemplated hereby (including without limitation validity, interpretation, construction, performance, and enforcement).
- C. Rights and Remedies Cumulative. The enumeration of the parties' rights and remedies set forth in this Agreement is not intended to be exhaustive. The exercise by a party of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy that may now or subsequently exist in law or in equity, by statute or otherwise, all of which are cumulative and are in addition to any other right or remedy given under this Agreement or under any other agreement between the parties.
- D. Public Announcements. So long as this Agreement is in effect, the parties shall use commercially reasonable efforts to consult with each other in issuing any press release or in otherwise making any public statement with respect to this Agreement and the transactions contemplated hereby.
- E. Amendments, Waivers, and Consents. No Amendment or waiver of any provision of this Agreement, nor consent to any departure by any party from, or any addition to, the written terms of this Agreement, is effective unless such amendment, waiver, or consent is in writing, execute by both parties, and specifically identifies itself as an amendment, waiver, or consent, as the case may be, to this Agreement.
- F. Entire Agreement. This Agreement constitutes the final agreement between the parties relating to the subject matter hereof, and is the complete and exclusive expression of the parties relating to the subject matter. All prior and contemporaneous negotiations, agreements, and statements between the parties relating to such subject matter are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party

has relied upon any statement, representation and 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.

- G. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be full and accurate description of the contents hereof.
- H. Consequential Damages. Neither party shall be liable to the other party for consequential (which shall be deemed to include but not be limited to lost parking revenue), incidental, exemplary or special damages of any nature and under any legal theory. Contractor's total liability to Client in connection with or as arising under this Agreement shall be limited to 25% of the total price set forth in the Pricing Schedule. This paragraph shall survive termination of this Agreement.

THE PARTIES HERETO hereby execute this Agreement to be effective as of the date specified in the Preamble.

CITY OF PROVIDENCE
DEPARTMENT OF PUBLIC WORKS

By: _____
Michael Borg, Director

Date: _____

CALE AMERICA INC.

By: _____
Benoit Reliquet, President N.A.

Date: _____

Approved as to form and correctness:

By: _____
Adrienne Southgate, Deputy City Solicitor

Exhibit A: Quotation



Cale - Confidential Quotation
For: City of Providence

Quote Issued: October 11, 2018

Quote Expires: September 30, 2018

Quote Name: Contract Extension

Quote ID: 523

General Information

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

Contact:
City of Providence
60 Ernest St
Providence, RI

Prepared By:
Ed Kinkade

Prepared For:
Leo Perrotta

On-Going Services

Product Name	Quantity	Sales Price per Month	Year One Total	Year Two Total	Year Three Total
WebOffice Basic <i>Includes:</i> <i>Configuration</i> <i>Maintenance alarms alerts to cell phone</i> <i>Reporting (standard)</i> <i>Credit Card Gateway</i> <i>Cellular Communication Fees</i> <i>24/7 Support</i>	105	\$5145.00	\$61740.00	\$61740.00	\$61740.00

Total Costs

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: ____/____/____