

MUNICIPAL PARKING
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
CALE AMERICA, INC.

THIS AGREEMENT, dated and made effective as of this 15 day of January, 2015 (hereinafter called the "Agreement"), by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority") and Cale America, Inc. a Delaware corporation located at 13808 Monroes Business Park, Tampa, Florida 33635 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to purchase and install new parking meters, license plate recognition equipment and mobile parking pay by phone applications (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A, hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

WHEREAS, the Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
Engagement of Contractor

1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the Services as set forth in Exhibit A to this Agreement in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority with reasonable notice to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

2.05.1 If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project site, before disturbing the physical condition, the Contractor shall promptly notify the Authority of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.04.1, the Authority shall promptly investigate the physical condition.

2.05.3 If the Authority reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the Authority's determination shall be made in writing and an equitable adjustment shall be made and the Agreement modified in writing accordingly.

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

2.05.5 The Contractor cannot make a claim for an adjustment under the Agreement after the Contractor has received the final payment under the Agreement.

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III
Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than JULY 31, 2019 from that date, (the Contract Term), unless, the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV
Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto for an amount not to exceed Three Million Eight Hundred Forty Six Thousand Two Hundred Twelve and 00/100 (\$3,846,212.00) Dollars., which amount includes an owner's allowance in the amount of Sixty Four Thousand Six Hundred Fifty Five and 60/100 (\$64,655.60) Dollars, which will only be expended for additional services with the written approval of the Authority.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.03 Requests for progress payments shall be submitted by Ken Beattie, Corporate Controller, or by another duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V
Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Attachment A.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI
Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII
Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or unreasonably or willfully delaying the performance and completion of the Services; and/or
- (d) The Contractor abandons the Services to be undertaken; and/or
- (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
- (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to sufficiently increase such personnel when directed to do so by the Authority; and/or

- (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
- (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
- (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
- (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
- (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
- (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
- (m) The Contractor ceases to conduct business in the normal course, and/or
- (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
- (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fifteen (15) days before the Effective Date of the termination, should

the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VIII by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least thirty (30) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered and all equipment delivered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed on the basis of the Services rendered and accepted by, and equipment delivered to, the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, and such other costs as represent a fair value for the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to

the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request with reasonable notice, all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product.

The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

9.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI
Confidential Information

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XII
Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Contractor or its employees of the Services under this Agreement to the degree of fault of the Contractor.

12.02 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this

Agreement. Further, the Contractor agrees to hold the Authority harmless for any loss of such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.03 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City of Detroit harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.04 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.05 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII Insurance

13.01 Throughout the Contract Term, the Authority shall procure and maintain at its sole expense the following insurance in the following amounts:

- (a) All-risks property insurance (including comprehensive boiler & machinery coverage) on a full replacement cost basis covering the Project. It is agreed and understood that this coverage will only cover the real and personal property owned by the City, the Authority and their assigns and will not cover any of the property of the Contractor.
- (b) The City and the Authority are self insured for commercial general liability risks with limits of Two Million and 00/100 (\$2,000,000.00) each occurrence on bodily injury, death or property damage. The Authority's insurance shall be primary and non-contributory to any insurance otherwise carried by the Contractor.

13.02 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and

\$500,000 for bodily injury by disease for each accident. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.

- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Damages to Premises Rented to the Contractor's Limit	100,000
Medical Expenses	10,000

- (c) Contractor's Pollution Liability Coverage with limits of Five Million and 00/100 (\$5,000,000.00) Dollars. The Contractor shall keep this insurance in force for at least one (1) year after termination of this Agreement and shall deliver to the Authority a certificate of contractor pollution liability coverage for such one (1) year after such termination.
- (d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.
- (e) The Contractor will provide evidence of Crime insurance coverage, including protection for third parties, with the following limits.

Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises and In Transit Theft	\$1,000,000
Money Orders and Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000

13.03 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.04 [INTENTIONALLY OMITTED].

13.05 Unless prohibited by law, the commercial general liability policy maintained by the Contractor hereunder shall name the Authority and the City as additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor.

13.06 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.07 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

ARTICLE XIV

14.01 [INTENTIONALLY OMITTED].

ARTICLE XV

Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for

employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

15.03 The Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

15.04 To the extent permitted by law, the Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.05 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

15.06 Breach of the terms and conditions of this Article XV may be regarded as a material breach of this Agreement.

ARTICLE XVI Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

ARTICLE XVII
Notices

17.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority: City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226
Attention: David Manardo, Director

with a copy to:

Lewis, & Munday, P.C.
2490 First National Building
Detroit, Michigan 48226
Attention: Reuben A. Munday, Esquire

If to Contractor: Cale America, Inc.
13808 Monroes Business Park
Tampa, Florida 33635
Attention: Andreas Jansson, Managing Director

17.02 Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII
Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.
- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.
- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by

Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.

- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.
- (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.
- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
- (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
- (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
- (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
- (q) Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from

the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XIX
Miscellaneous

19.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

19.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.03 This instrument, including Exhibit A, attached hereto, which is a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Contractor by implication or otherwise unless expressly set forth herein. The Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

19.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

19.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

19.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

19.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

19.08 If any affiliate (as hereinafter defined) of the Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Contractor with right legal effect. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by or in common control with the Contractor.

19.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other companies and that the Contractor is free to render the same or similar services to other clients; provided, however, that the Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

19.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

19.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

19.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

19.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

19.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

19.15. [INTENTIONALLY OMITTED].

19.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement with reasonable notice, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

19.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

19.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

19.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.


[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING
AUTHORITY, a Michigan public authority
and body corporate


By: 
Isaiah McKinnon

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

CALE AMERICA, INC., a Delaware
corporation

By: 

Its: MANAGING DIRECTOR

APPROVED AS TO FORM:


General Counsel, City of Detroit
Building Authority

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit a cost breakdown of the work for the purpose of developing a schedule of values, as required by the Authority and/or by the funding source's accounting requirements and as required to further breakdown the unit cost in the proposal. The cost breakdown shall, when totaled, equal the total Contract amount for the work. The developed schedule of values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Authority and may be revised by the Authority at its sole discretion if it reasonably appears unbalanced. The Authority reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Authority, should the Contractor become in default of any of the terms and conditions of the Agreement.

Procedure for Monthly Payment Applications

1. Before the 25th day of each month, the Contractor will contact the Authority's Project Manager and provide an estimate of the quantities and values of work completed, as projected to the end of the month, so that a value of work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit the detailed invoice before the 10th day of each month. For each of the line items in the approved cost breakdown, the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and the "Continuation Sheet"), together with a spreadsheet of the schedule of values approved by the Authority.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor and its subcontractors to the Authority prior to the Authority processing Contractor's requests for payment. A final unconditional waiver of lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted to the Authority at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and materials furnished to the date of request have been paid in full shall accompany each monthly invoice.

6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

**Tyrone Clifton, Project Manager
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226**

7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after written approval by the Authority
8. Payment will not be made for materials stored off of the Project site that have not been inspected and approved by the Authority.
9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Authority may not be honored.
10. No payments shall become due under this Agreement until:
 - a. This Agreement is executed by the Contractor and the Authority.
 - b. Such items as bonds and certificates of insurance are furnished and are satisfactory to the Authority.
 - c. Such time as the Authority receives from its funding source(s) funds for the work performed by Contractor, that is properly invoiced by the Contractor.
11. The Authority will pay the Contractor the value of work approved by the Authority, less the applicable retainage for Contractor's invoices that are approved by the Authority in accordance with these payment procedures.
12. Subject to paragraph 13 of these payment procedures, the Authority shall pay the Contractor final payment upon completion by the Contractor of all punchlist items; submission of as-built drawings and operation and maintenance manuals; receipt of consent of the surety; receipt of warranties and guarantees, and upon remittance of final payment from the Authority's funding source to the Authority. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the work is fifty (50%) percent complete, after which a retainage of ten (10%) percent of each payment may be continued if the Authority determines that the Contractor is not making satisfactory progress towards substantial completion of the work or for any other reason relating to the Contractor's performance under the Agreement.
13. Acceptance of final payment by the Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Contractor of any liability of the Authority or the City for any act or omission

relating to or arising under the Agreement, including any prior omission, negligence or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Contractor relating to or arising from the Agreement and not otherwise waived by Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein and the value of each such item, the claim for any delay, the alleged cause of each such delay, the period or periods of time of such delay, giving the dates when the Contractor claims the performance of the work or any particular part thereof was delayed and an itemized statement and breakdown of the amount claimed for each such delay. Unless Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Contractor, the Contractor will have waived such claims and the right to assert the claims.

EXHIBIT A

SCOPE OF SERVICES

The Professional Contractor shall purchase and install the equipment set forth below, and shall provide the Services described below:

(400) New Multi Space Meters		\$1,998,000.00
Meter Removal		\$147,596.00
Single Space Meters	\$81,396.00	
Multi Space Meters	\$42,000.00	
IPS (redeploy)	\$24,200.00	
Meter Install		\$147,140.00
Meter Signage		\$49,950.00
Additional Batteries	20	\$2,500.00
Battery Charger	2	\$1,100.00
1 st Year Warranty and Maintenance (Included)		\$0.00
License Plate Recognition		\$678,100.00
1 st Year Warranty and Maintenance		\$0.00
Pay By Phone Upfront Costs		\$0.00
Performance Bond		\$0.00
Freight and Shipping		\$30,000.00
		\$3,054,386.00
Multi Space Meter		
3 Year Maintenance		\$273,600.00
License Plate Recognition		
3 Year Maintenance		\$168,570.00
(400) Parking Meters (Incl. Pay by Phone App & LPR)		\$3,054,386.00
(3) Year Extended Warranty (Meters)		\$273,600.00

(3) Year Extended Warranty (LPR)		\$168,570.00
Marketing/Public Outreach		\$45,000.00
Professional /Contractor Web Office – Year 1 (400 meters x \$50/month x 12 months)		\$240,000.00
Owner Allowance		\$64,655.60
CONTRACT AMOUNT		\$3,846,211.60

All equipment, work and services provided by the Professional Contractor shall conform to the requirements of the Authority's Request for Proposals, including the requirements and specifications attached hereto and incorporated herein by this reference as Exhibit B. To the extent not inconsistent with the other terms of this Agreement, the terms of the document titled Ongoing – Services – Terms and Conditions are also attached hereto and incorporated herein by this reference.

EXHIBIT B

General Requirements

- 1) All meters shall be simple to understand and easy to use.
- 2) All meters shall be reliable, easy to maintain, secure, and easy to collect.
- 3) All meters shall be able to electronically communicate the following to the customer with minimal effort:
 - Meter Rates
 - Days and Hours of Operation
 - User Instructions
- 4) Proposers must offer strong customer support 7 days a week including holidays.
- 5) Changing prices using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates to customizable, user-defined groups of meters.

General Specifications

- 1) All meters and systems shall be ADA-compliant.
- 2) All materials and components will be new and unused.
- 3) All meters shall have a modular design. Components shall be able to be quickly changed in the field.
- 4) All electronic components, connections and wiring shall be fully weatherproofed.
- 5) The meter cabinet shall be made of stainless steel and powder coated in order to be graffiti resistant.
- 6) The meter shall have adequate keyboard lighting. The Respondent shall describe how the light mechanism operates.
- 7) Meters shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.
- 8) All meters shall be managed by a web-based MMS that can:
 - Remotely update meter pricing, regulations, and configuration
 - Provide reports on meters (discussed later in the RFP)
 - Automatically create maintenance work order tickets for meter-generated alarms or customer reports of meter malfunctions. Maintenance tickets shall be capable of being updated via email or smart-phone or tablet app.
 - Record meter maintenance done by repair staff.
 - Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.
- 9) The Respondent shall describe its proposed modem in detail. Specify the communication type and the vendor service.

- 10) All meters shall be warranted to operate as proposed within a temperature range of below 0 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to grime, rain, fog, salt, air, sun (including direct sunlight), and vibrations.
- 11) Describe options for receipt with straight-eject printer, including no receipt bowl, cup or chute that can create ticket jams or make the receipt difficult to see or find.

Display

- 1) Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog, direct sunlight and at various angles. Respondent shall describe its options for altering the display to make viewing in direct sunlight easier.
- 2) The display shall be scratch and impact resistant.
- 3) Current rates and hours must be displayed on the meter graphic display and be remotely programmed.
 - 4) All meters shall be capable of displaying various special messaging. Respondent shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.
- 5) Respondent shall describe how additional languages can be programmed on the backend and how users would access the alternate languages.

Keypad

- 1) Keypad must be alphanumeric, with letters arranged alphabetically (not QWERTY), with backspace buttons and multiple, variable buttons that can be assigned special characters.
 - Describe other available Pay by Plate Meter keypad options.
- 2) The keypad will be used to turn the pay station on when it is in sleep mode.

Modes of Operation

- 1) Pay stations must be capable of operating in Pay and Display, Pay by Space and/or Pay by License Plate modes, and switch between all three modes easily without hardware changes and minimal programming changes, if possible.

Payments

- 1) Respondent shall describe its support of coins and card operations, including the number of different coins accepted and the type of card based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).
- 2) All meters must support secure real-time authorization of credit cards and optional contactless cards.

- 3) The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.
- 4) The coin discrimination system should contain an automatic shutter, which opens during operational hours for coin insertion of approved coins, but not for non-metal objects.
- 5) For pay-by-plate and pay-by-space modes, describe how the patron can add time to their parking stay from any pay-by-plate meters in the Agency or via integrated mobile payment or web-based application (up to the maximum time limit and not accept payment during restricted parking periods, e.g., tow-away and street-cleaning zones). Therefore, the meter must consider the following for any supplemental purchases:
 - If there is a current, active parking session in the same block/zone for the specific license plate number. If a current, active parking session is present, how much time was originally purchased and how much time remains.
 - Have the ability to confirm the maximum time allowed to park in the designated zone, less the previously-purchased time in the current active session.
 - With dynamic or progressive rate structures, the meter must calculate previous time purchased versus the level of rate to apply. For example, if there is a progressive rate of \$1 for the 1st hour, \$2 for the 2nd hour and \$3 for the 3rd hour, with a 4-hour limit, and the original purchase was for 30 minutes, the supplemental purchase would need to charge \$1/hour for the next 30 minutes (\$0.50), but then \$2 for the next hour, etc.
- 6) The meter system shall support integration with 3rd party Pay-by-Phone technologies.
- 7) Identify any current Pay-by-Phone integration partner(s) and any costs, including transaction fees, association with communicating to the meter to indicate that a payment was made via Pay-by-Phone technologies.
- 8) The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).
- 9) Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).
- 10) The system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

Power

- 1) Meter batteries shall be augmented by solar power to minimize the need for battery replacement when possible; otherwise, meter power shall be as environmentally-friendly as possible. Lithium batteries are specifically not preferred. If lithium batteries are proposed, the meter vendor will be required to properly dispose of used lithium batteries at its own expense. This provision shall survive the expiration of the contract.
- 2) If a meter loses power (solar and/or battery), or the battery becomes depleted or disconnected, the meter must be able to retain all stored program, operational, and financial audit data for a minimum period of one year. Respondent shall describe the maximum storage period available, and what data will be stored for that period.

Security / Maintenance

- 1) Coins passing through the meter shall be deposited directly into a secured container in a separate vault area of the meter.
- 2) The coin vault area shall not be accessible from the maintenance compartment.
- 3) Meters shall be resistant to vandalism and other attacks to remove, disable or take coins from the respective box or compartment.
- 4) Each meter shall have built-in diagnostics software which date- and time-stamps all operations events (meter failures, resets, low battery, etc.) for retrieval and analysis in the field or remotely.

Data / Integration

- 1) License plate data retention is subject to federal, state and local law; the meter stores no license plate data. Respondent shall maintain license plate data consistent with the City of Detroit's privacy policies/statutes, as provided by the Authority to Contractor.
- 2) License plate data shall not be accessed, used or shared for any purpose other than parking meter operation and enforcement.
- 3) Only aggregate data, not containing personal identifying information, may be released. The anonymity of license plate data will be controlled via secure user access that is managed by vendor with Agency approval process.
- 4) System should allow for enforcement via online, plate lookup module without requirement for integration with a 3rd party enforcement system.

ONGOING SERVICES - TERMS AND CONDITIONS

[INTENTIONALLY OMITTED]

1. **SOFTWARE LICENSE.** In exchange for the fee(s) set forth on the face of the Order, Cale hereby grants to Customer a nontransferable, nonassignable, nonexclusive license, within the United States of America and any other country where Cale provides Ongoing Services, to use the computer software and related materials associated with online, web-based software including the Cale WebOffice (CWO) or any optional modules of CWO and WayToPark mobile payment apps and web-based software (together referred to herein as the "Software") solely for Customer's internal business purposes. Cale (or Cale Systems, Inc. or other third party, as applicable) shall remain the sole owner of all rights with respect to the Software and all associated software programs, and Customer may not sell, rent, lease, lend, sublicense, or otherwise dispose of its interest in use of the Software to any third party. Customer agrees (i) not to reverse engineer, copy, "hack," or gain unauthorized access to the Software and portions thereof to which Customer has not been granted access (including information of other customers), (ii) not to remove any copyright, trade secret or other proprietary protection legends or notices from the Software, (iii) to notify Cale promptly of any unauthorized possession, use or knowledge of the Software of which the Customer is aware, and (iv) to grant access to the Software only to those of its employees, agents and contractors who need to use the same in connection with the work they provide on Customer's behalf. The provisions of this Section 1 shall inure to the benefit of any third party owner of the Software. The price of the Ongoing Services shall remain set during the first year following the date of this Order; thereafter, Cale may increase the rate for the Ongoing Service not more than once annually with reasonable notice to Customer. Notwithstanding the foregoing, any increase in the third-party wireless carrier fees associated with the Ongoing Services will be passed through to Customer. Additionally, Customer has the option to purchase additional features and functionality as they become available at prices agreed upon by Cale and Customer.

2. **LIMITED SOFTWARE WARRANTIES.** Cale warrants that the Software will conform to Cale's specifications in effect on the date of the Order (the "Limited Warranty"). Cale shall make reasonable efforts to maintain the Software and provide error corrections as necessary to so that the Software continues to conform to Cale's specifications, but Cale shall not be required to provide new features or new versions of the Software. Cale may, in its discretion, modify, update or upgrade the Software in a manner that causes it to conform no longer to the specifications in effect as of the date of the Order or that requires Customer to obtain new or additional hardware or other equipment to enable Customer to access the Software. 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 or input errors made by Customer or any other user. Customer shall promptly notify Cale of any bugs, defects or other malfunctions, not easily correctable by Customer, that affect the transmission of data to or from the Software or that otherwise inhibit a key function of the Software.

3. **WARRANTY LIMITATIONS.** EXCEPT FOR THE LIMITED WARRANTY, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, AND USE OF THE SOFTWARE IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY, CALE DISCLAIMS ALL EXPRESS, AND IMPLIED WARRANTIES AND CONDITIONS, WHETHER BY STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, RELATING TO THE SOFTWARE OR ANY OTHER SERVICES PROVIDED HEREUNDER, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LACK OF VIRUSES, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY RELATING TO THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, ACCURACY, OR COMPLETENESS OF THE SERVICES, ANY DATA, INFORMATION, RECORD, OR RESULTS OBTAINED THROUGH OR RESULTING FROM THE USE OF THE SERVICES OR THE ACCURACY OF THE INFORMATIONAL CONTENT, FOR ANY PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT THE SERVICES WILL BE ERROR-FREE, THAT ANY DEFECTS OR ERRORS WILL BE

CORRECTED, OR THAT THE DATA, INFORMATION, RECORDS, OR OTHER RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE FOR ANY PURPOSE OR WILL INTEGRATE WITH ANY OF CUSTOMER'S SYSTEMS. CALE'S SOLE LIABILITY UNDER THE ORDER SHALL BE, AT CALE'S OPTION, TO RENDER SERVICES REASONABLY SATISFACTORY TO CUSTOMER OR REFUND PAYMENTS ASSOCIATED WITH ANY SERVICES THAT DO NOT MATERIALLY CONFORM TO CALE'S SPECIFICATIONS.

4. **DATA AND DATA TRANSMISSION.** Customer is solely responsible for the data and content provided to Cale in Cale's performance of the Services. Cale shall have no responsibility or liability for analysis, data, recommendations, or other Services provided to Customer based upon incorrect or incomplete data provided to Cale by Customer. With respect to the Software, Customer is responsible for (i) ensuring that the applicable pay stations are sending and receiving data with the applicable components of the Software, (ii) reporting promptly to Cale any discrepancies or errors resulting from the data collected, processed or provided by Cale or its affiliates as well as any issues related to Customer's notification systems, and (iii) verifying with its credit card processor the money being deposited in its bank account from the applicable pay stations reporting any discrepancies to Cale immediately. CUSTOMER DOES NOT, BY VIRTUE OF ENTERING INTO THIS CONTRACT OR ENGAGING CALE TO PROVIDE SERVICES, HAVE ANY CONTRACTUAL RELATIONSHIP WITH CALE'S WIRELESS SERVICE CARRIER(S), AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CALE AND ITS CARRIER(S). CUSTOMER UNDERSTANDS AND AGREES THAT THE CALE'S CARRIER(S) HAS NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE ARISING OUT OF THIS CONTRACT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT CALE AND ITS 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 CUSTOMER MAY NOT RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY.

5. **COMMUNICATIONS.** Customer is responsible for obtaining and maintaining all internet or other communications access, computer hardware and other equipment or electronic media, and web browsing software needed for the its access to and use of the Software and other Services.

6. **COMPLEMENTARY END-USER CONTROLS.** Cale has certain complementary user-entity controls that are required to be established and followed by the customers in order to achieve certain control objectives. These user-entity controls may vary dependent upon the service and specific customer needs. All end users of Cale Ongoing Services are subject to Cale's Privacy Policy, End User License Agreements (EULAs) and Terms of Service for end users. These user-entity controls will be documented in each client's contract and may include but are not limited to:

- a. Customer shall assign, maintain, and regularly monitor their authorized users.
- b. Customers are responsible for establishing and maintaining their own passwords.
- c. Customers need to establish at least one authorized support contact responsible for dealing with service issues.
- d. Customer acknowledges that transmission of data over the internet involves unique transmission risks that cannot be fully secured against unauthorized access.
- e. Customers are responsible for ensuring individuals are informed of their choices regarding information collection and use, disclosure, and consent details as required, as outlined in Cale's Privacy Policy and Terms of Service.

7. [INTENTIONALLY OMITTED]

8. [INTENTIONALLY OMITTED]

9. [INTENTIONALLY OMITTED]

10. [INTENTIONALLY OMITTED]