



## WPS Warranty

Submitted to:

City of Coral Gables Parking Dept.  
245 Andalusia Avenue  
Coral Gables, FL 33134



Submitted by:

WPS USA, Corp.  
5965 Exchange Drive, Suite Q  
Eldersburg, MD 21784  
(301) 258.9292 | (732) 354.2715  
Michael Lapidus – President  
Michael.lapidus@wps-us.com

November 20, 2024



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Stefan A. Batic, CPP, LSSGB, ENV SP  
Off-Street Operations Supervisor  
City of Coral Gables Parking Dept.  
Parking Garage 1 - 245 Andalusia Avenue  
M: (305) 619-1854  
www.CoralGables.com  
Sbatic@coralgables.com

Dear Stefan:

Thank you for the opportunity to provide you and your team with an extended warranty to cover all work performed and material and equipment furnished against defects and deficiencies at the City of Coral Gables.

WPS is the sole source provider of BC200 parking revenue equipment and software. All finished goods, parts, repairs and service must be performed by WPS or a designated partner. PARCs equipment installed in the City of Coral Gables Parking Garages must be serviced and maintained by WPS. Parts and service are for a proprietary Parking Access and Revenue Control System manufactured by WPS-Global.

As your partner, we know you will be very satisfied with our approach to your support and service as we go forward. We want to thank you again for this exciting opportunity and look forward to our continued relationship.

Sincerely,

*Michael Lapidus*

Michael Lapidus – President



## WPS Factory Equipment Warranty

**Guarantee:** WPS USA Corp. warrants that (a) the equipment will be free from defects in materials and workmanship under normal use and service for a period of **two (2) years** from January 1, 2025, and (b) any software will perform substantially in accordance with the accompanying printed materials for a period of **two (2) years** from January 1, 2025.

**Customer Remedies:** WPS USA Corp. shall, at its own expense, repair or replace the hardware or software that does not meet WPS USA Corp's guarantee (F.O.B. WPS' nearest service depot). The limited warranty does not cover product failures that have resulted from vandalism, misuse, or acts of nature. Advance warranty replacements are available within the first 90 days of the warranty period.

**No Liability for Consequential Damages:** WPS shall have no liability with respect to its obligations under this agreement or otherwise for consequential, exemplary, special, indirect, incidental, or punitive damages even if it has been advised of the possibility of such damages. This limitation applies to all causes of action or claims in the aggregate, including and without limitation of breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentation, and other torts. Both parties understand and agree that the remedies, exclusions and limitations herein allocate the risks of Product and service non-conformity between the parties.

After an initial warranty term, WPS offers various levels of on-going services depending on the customer's needs.

➤ Remote Support:

1. Priority Technical Support (Remote) - (M-F – 8:30 AM - 4:30 PM – Normal Business Hours)
2. 20 Hours Complimentary Remote Technical Support - (Bank of Hours – Annually – NORMAL BUSINESS HOURS ONLY)
3. Two (2) – Two (2) Hour Remote Training Sessions (direct to customer)
4. Two (2) Rate Changes Annually – must be pre-scheduled (minimum 1 week notice)

➤ Preventative Maintenance (Includes Remote Support):

Note: Quarterly scheduled preventive maintenance shall include, but not be limited to, inspection, testing, cleaning, lubricating, adjustment and recommendations on replacement parts that are approaching unserviceable status, and all actions necessary to prevent system failures and extend the PARCS useful life.

➤ Comprehensive Warranty (Includes Parts, Labor, Remote Support and Preventative Maintenance):



### **Exclusions:**

Unless otherwise agreed by WPS in writing, the service and maintenance performed pursuant to this Agreement shall not include any of the following: (a) electrical work external to the Equipment; (b) furnishing of supplies or accessories; (c) painting or refinishing the Equipment; (d) making specification changes to the Equipment; (e) performing services connected with relocation of the Equipment; (f) repairing damage resulting from, or furnishing parts required as a result of causes other than ordinary wear and tear including, without limitation: neglect; misuse, including faulty repair or maintenance by persons other than WPS; accidents; failure of electrical power, air conditioning, humidity control or events outside the reasonable control of WPS, such as, but not limited to, Acts of God; (g) adding, removing, servicing, or maintaining accessories, attachments, or other devices not furnished by WPS, unless specifically scheduled on the Proposal; (h) safety loops, equipment jams (notes, tickets, receipts, etc.) and broken gate arms; (i) after hours or emergency service is available to you, but is not covered as part of the base service agreement (please contact WPS if this option is required.); (j) any specialty tools or equipment required (examples, but not limited to: Lifts, X-Rays, Core-Drilling); (k) program rate changes; (l) time and date changes; (m) data corruption; (n) concrete islands; (o) electrical conduits, power and circuit breakers; (p) telephone and network lines and services; (q) consumables; (r) shipping and freight (including repairs) (s) UPS's and batteries.

Replacement and/or repairs of any of these items shall be completed on a time and material basis upon approval from the owner or owner's agent.

### **Standard Service:**

WPS agrees to provide all labor and materials to respond to all service requests five days a week, (Monday through Friday, 8:30 AM - 4:30 PM, Eastern Time), excluding holidays.

### **Standard Repairs / Non-Emergency Program:**

WPS shall provide all labor and materials to make repairs to the PARCS equipment. WPS at their discretion shall either replace or repair any component that fails during normal use. Repair or replacement of components shall be either by the manufacturer or WPS with a turnaround time of not more than four weeks (supply chain and parts availability permitting). WPS agrees to provide loaner or exchanges for the equipment when available, for the equipment that is being repaired. All loaner equipment shall be property of WPS and shall not become part of the PARCS equipment inventory.



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### **Emergency Calls/ Outside of Warranty Coverage Hours:**

If the Owner or Owner's Agent requests any items to be repaired immediately, they may request an Emergency Repair on that item and must agree to the following conditions. Emergency Service Calls shall be accepted under this contract and shall be billable at our standard prevailing rate, portal to portal, from the point of the technician's departure and shall be billed separately at the end of the month. Emergency Service call is defined as any request for service outside of the 5-day (Monday through Friday, 8:30 am – 4:30 pm) agreement.

### **Service Requests:**

All service requests should be placed thru the WPS Support Portal @ <https://support.wps-us.com/>. After-hours emergency service calls should be placed at 301.258.9292 and follow the prompts. Customer Support Guide is attached for reference.

### **Spare Parts or Loaner Equipment Program:**

WPS agrees to adequately stock spare parts as required to make repairs to the equipment under normal operating conditions. Loaner equipment shall be supplied when available during repairs to the equipment. All loaner equipment shall remain property of WPS.

### **PARCS Equipment Covered Under This Contract:**

Contractor's Proposal RFP No. 2012.01.20, Parking Access & Revenue Control System dated February 21, 2012.

### **Term; Termination:**

This agreement shall commence on the Effective Date and shall continue for a period of two (2) years from the Effective Date (the "Initial Term"), unless earlier terminated pursuant to the following sections.

**Termination for Cause.** If either Party materially defaults (including but not limited to the willful, material and wrongful disclosure of Confidential Information) in the performance of any of its duties or obligations under this Agreement (except for a default in payments by City of Coral Gables) which default is not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the defaulting Party fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, but in any event does not substantially cure the default within ninety (90) days, then the Party not in default may, by giving written notice of termination to the defaulting Party, terminate this



Agreement as of a date specified in the notice of termination (the "Termination Date") such Termination Date being subsequent to the date of the notice of termination.

Termination for Nonpayment. If City of Coral Gables defaults in the payment when due of any amount due to WPS and does not, within thirty (30) days after being given written notice cure such default, then WPS may terminate this Agreement.

Termination for Convenience. Either party may terminate this Agreement in its entirety on or after the first anniversary of the Effective Date upon at least ninety (90) days' prior written notice to the other party. Additionally, the City of Coral Gables may, upon at least ninety (90) days' prior written notice to WPS on or after the first anniversary of the Effective Date, terminate services solely for one or more individual garages.

**Pricing:**

See Addendum A

**Public Records:**

See Addendum B: Pursuant to Florida Statute 119.0701

**Acceptance:**

Owner – City of Coral Gables

Representative:

*Monica Beltran*

Signature:

*MONICA Beltran  
Parking & Mobility Svcs. Director*

Printed Name and Title:

*11/26/24*

Date:

WPS-USA Corp. Representative

Michael Lapidus

Digital Signature of Michael Lapidus  
Created on 11/20/24 10:55 AM  
Expires on 11/20/24 10:55 AM  
ID: 11/20/24 10:55 AM

Signature:

Michael Lapidus, President

Printed Name and Title:

November 20, 2024

Date:

Effective Date: 01/01/2025 to 12/31/2026

**Addendum A**

	2019	2020	2021	2022	2023	2024	2025	2026
CoralGables								
Garage 1	\$ 7,410.00	\$ 10,112.55	\$ 10,723.60	\$ 11,443.90	\$ 12,359.41	\$ 13,471.76	\$ 14,226.18	\$ 15,022.84
Garage 2 and 6	\$ 43,200.00	\$ 50,400.00	\$ 50,400.00	\$ 50,400.00	\$ 50,400.00	\$ 50,400.00		
Garage 2							\$ 28,207.87	\$ 29,787.51
Garage 6							\$ 25,014.53	\$ 26,415.34
Garage 4			\$ 8,990.00	\$ 13,370.58	\$ 14,347.90	\$ 15,325.22	\$ 16,183.43	\$ 17,089.70

## **Addendum B**

**Public Records Law, Florida Statutes Chapter 119.** Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. WPS acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. WPS also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, WPS agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**IF WPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WPS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**