



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-1149

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: December 19, 2023

TITLE: Motion Approving First Amendment to Agreement for Pole Setting and
Removal Services Annual Contract for Retroactive Compensation Increase
- Imperial Electrical Incorporated - \$75,000 - (**Commission Districts 1, 2,
3 and 4**)

Recommendation

Staff recommends that the City Commission approve a First Amendment to Agreement for Pole Setting and Removal Services, Annual Contract, with Imperial Electrical Incorporated ("Service Agreement"), in substantially the form attached, to authorize an increase to the current annual compensation amount of \$123,785 by an additional annual compensation amount of \$75,000, for a combined total annual compensation amount of \$198,785, subject to the same terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing executed by both Parties.

Background

On December 15, 2020, the City Commission approved CAM #20-0883, an Agreement for Pole Setting and Removal Services, Bid Contract No. 12452-513, with an estimated annual amount of \$123,785 and three (3) one (1)-year renewal options.

The Parks and Recreation Department utilizes this contract to install light poles throughout the City that are damaged either from age (wear and tear), vehicle accidents, and natural disasters. Imperial Electrical Incorporated (Imperial) provides pole removal and new pole installation as needed for projects. Imperial work on poles with a normal basis range in size from 20 feet to 90 feet in height. The contractor has the specialized equipment and experience needed to make these installations whereas Parks and Recreation maintenance crews are more suited to handle smaller maintenance repair items.

During the second renewal term of the contract for the period of April 22, 2023, through April 21, 2024, the contract amount of \$123,785 has been exhausted due to invoices received after the Fiscal Year end budget cycle. Parks and Recreation currently has \$38,925 due in outstanding invoices. It is estimated that an additional \$75,000 is needed

during this term until the contract is renewed in April of 2024.

Resource Impact

Funds for this purchase in the amount of \$75,000 are available in the FY 2024 Budget in the account listed below:

Funds available as of November 22, 2023					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
10-001-6040-519-30-3299	Facility Maintenance Support	Services & Materials / Other Services	\$3,357,610	\$2,337,976	\$75,000
PURCHASE TOTAL ►					\$75,000

Strategic Connections

This is a *FY 2024 Commission Priority*, advancing the Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Building a healthy and engaging community
- Objective: Improve access to and enjoyment of our beach, waterways, parks, and open spaces for everyone

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan*, specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachments

Exhibit 1 – Solicitation

Exhibit 2 – Bid Tabulation

Exhibit 3 – CAM #20-0883

Exhibit 4 – Imperial Electrical Incorporated Service Agreement

Exhibit 5 – First Amendment to Service Agreement

Prepared by:

Carolyn Bean, Assist. to the Director, Parks and Recreation
Heather Rose, Sr. Procurement Specialist, Finance
Matthew Eaton, Sr. Administrative Assistant, Finance

12/19/2023
CAM #23-1149

Page 2 of 3

Department Directors: Carl Williams Parks and Recreation
Linda Short, Finance



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

IMPERIAL ELECTRICAL INCORPORATED

Filing Information

Document Number P02000017808

FEI/EIN Number 01-0635999

Date Filed 02/13/2002

State FL

Status ACTIVE

Principal Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Mailing Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Registered Agent Name & Address

TERANGO, TRACY L
951 NW 51 Place
Ft Lauderdale, FL 33309

Address Changed: 02/08/2016

Officer/Director Detail

Name & Address

Title D

TERANGO, TRACY L
11821 NW 11TH ST.
PLANTATION, FL 33323

Title P

TERANGO, MICHAEL A
11821 NW 11 ST
PLANTATION, FL 33323

Title Asst. Treasurer

Twist, Jordan A
617 NW 27 Street
Wilton Manors, FL 33311

Annual Reports

Report Year	Filed Date
2021	01/11/2021
2022	01/25/2022
2023	01/23/2023

Document Images

<u>01/23/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/11/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/10/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/08/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/16/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/20/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/07/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/16/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/10/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/13/2002 -- Domestic Profit</u>	View image in PDF format

File #: 231149 Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving First Amendment to Agreement for Pole Setting and Removal Services Annual Contract for Retroactive Compensation Increase - Imperial Electrical Incorporated - \$75,000 - (Commission Districts 1, 2, 3 and 4)

Mover: John C. Herbst Second: Steven Glassman

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

consent votes (5:0)

5 records	Group	Export
-----------	-------	--------

Person Name	Vote
<u>John C. Herbst</u>	Yea
<u>Steven Glassman</u>	Yea
<u>Pam Beasley-Pittman</u>	Yea
<u>Warren Sturman</u>	Yea
<u>Dean J. Trantalis</u>	Yea

**FIRST AMENDMENT TO SERVICE AGREEMENT
FOR POLE SETTING AND REMOVAL SERVICES, ANNUAL CONTRACT**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT is made and entered into this 19th day of December, 2023, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), with its principal address located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, and **Imperial Electrical Incorporated**, a Florida profit corporation, ("Contractor" or "Company"), with its principal address located at **951 NW 51 Place, Fort Lauderdale, FL 33309, Email: mterango@aol.com, Phone: (954) 325-2133** (collectively, "Parties").

WHEREAS, City and Contractor entered into a Pole Setting and Removal Services, Annual Contract ("Agreement") dated January 8, 2020, for a total annual compensation amount of \$123,785.00, with an initial one (1) year term and an option to extend the contract for three (3) additional one (1) year terms, to install light poles throughout the City that are damaged either from age (wear and tear), vehicle accidents, and natural disasters, in accordance with the terms, conditions, and specifications contained in **Solicitation Event No. 12452-513 Pole Setting and Removable Services, Annual Contract** and Contractor's response dated October 20, 2020; and

WHEREAS, during the second renewal term of the contract for the period of April 22, 2023, through April 21, 2024, the contract amount of \$123,785 has been exhausted due to invoices received after the Fiscal Year end budget cycle; and

WHEREAS, City Commission and Contractor wish to enter into a First Amendment to Service Agreement for Pole Setting and Removal Services, Annual Contract ("First Amendment") to increase the current annual compensation amount of \$123,785 by an additional annual compensation amount of \$75,000, for a combined total annual compensation amount of \$198,785, subject to the same terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing executed by both Parties;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as to the following:

- I. **RECITALS**: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS**: For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS**: Section IV of the Agreement titled "Compensation" is hereby amended as follows:

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents, at the annual cost of \$123,785, plus an additional compensation in the annual amount of \$75,000, for a combined total annual compensation amount of \$198,785, subject to the same terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing executed by both Parties. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

- IV. **COUNTERPARTS:** This First Amendment may be executed in one (1) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.
- V. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.
- VI. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment to the Agreement as follows:

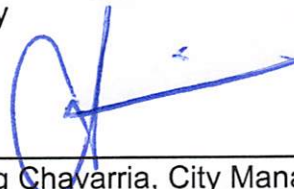
ATTEST:



David R. Solomon, City Clerk



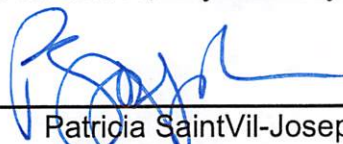
City of Fort Lauderdale, a Florida municipality

By: 

Greg Chavarria, City Manager

Date: January 25, 2024

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: 

Patricia SaintVil-Joseph
Assistant City Attorney

WITNESSES:



Signature

William Olson

Print Name

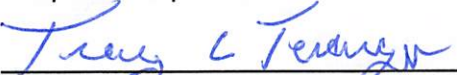


Signature

Michael Terango

Print Name

Imperial Electrical Incorporated, a Florida profit corporation

By: 

Tracy L. Terango, Director

(CORPORATE SEAL)



STATE OF FL. :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of December, 2023, by **Tracy L. Terango**, as Director for **Imperial Electrical Incorporated**, a Florida profit corporation.

(SEAL)

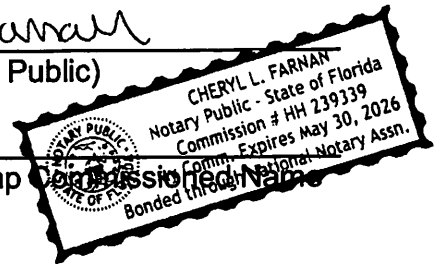
Florida

Notary Public, State of

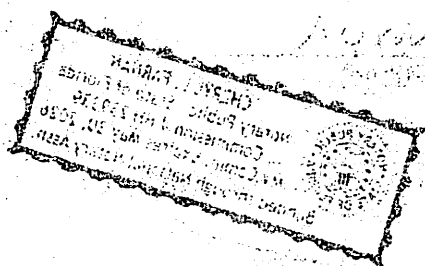


Cheryl Farnan
(Signature of Notary Public)

(Print, Type, or Stamp of Notary Public)



Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____





CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

16

TODAY'S DATE: 1/23/24

DOCUMENT TITLE: 1st Amendment to Agreement for Pole Setting and Removal Services Annual Contract for Retroactive Compensation Increase - Imperial Electrical Incorporated

COMM. MTG. DATE: 12/19/23 CAM #: 23-1149 ITEM #: CP-3 CAM attached: ☐ YES ☒ NO

Routing Origin: FIN-Proc Router Name/Ext: M. Eaton, 5141 Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☐ YES ☒ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 1/23/24 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ/JL

3) City Clerk's Office: # of originals: 1 Routed to: JAN 79 Ext: 1/24/24 Date: 01/23/24

4) City Manager's Office: CMO LOG #: JAN 79 Document received from: 1/24/24

Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 1/25/24

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO