

**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 ____ day of _____, 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:

City of Fort Lauderdale, a Florida municipality

David R. Soloman, City Clerk

By: _____
Greg Chavarria, City Manager

Date: _____

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

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

WITNESSES:

Imperial Electrical Incorporated, a Florida profit corporation

Signature

By: _____
Tracy L. Terango, Director

Print Name

Signature

(CORPORATE SEAL)

Print Name

STATE OF _____:
COUNTY OF _____:

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

(SEAL)

Notary Public, State of _____

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____OR Produced Identification _____

Type of Identification Produced_____