

Rev: 6 Revision Date: 10/01/2024

DOCUMENT ROUTING FORM



CITY MANAGER AND MAYOR'S REVIEW AND/OR SIGNATURE COVERSHEET

1) ORIGINATING OFFICE:		
Routing Start Date: 3/5/2025	■ Agenda Iten	n □ Non-Agenda Item
Document Title: 1st Amendment - HVAC Installa	ition, Maintenance and/or Repair S	Services (ITB 33; S&R
Engineering Group LLC d/b/a Air Changes Mecha	nical)	
Commission Mtg. Date: 3/4/2025	_CAM #: 25-0020	#: <u>CM-9</u>
Routing Origin: Finance Department - Procuren	nent DivisionCA	M attached: ■Yes □No
Router Name: Matthew Eaton	_Ext: 5141 Action Summ	ary attached: ■Yes □No
CIP FUNDED: ☐ YES ■ NO	Capital Investment / Community Improvement Pr 10 years and a cost of at least \$50,000 and shall me buildings, or fixtures) that add value and/or extend as roof reolacement. etc. Term "Real Property" incl	ean improvements to real property (land, useful life, including major repairs such
2) CITY ATTORNEY'S OFFICE (CAO):		
Documents to be signed/routed? ■ Yes □ No	Is the attached Granicus docume	nt Final? □Yes □No
Number of originals attached: 1	Approved as t	ø Form: □Yes □No
Attorney's Name: Patricia SaintVil-Joseph	Initials:	
Continue Routing To: FIN (if applicable) Date:	and then to CO	CO Date:
3) CITY CLERK'S OFFICE (CCO): # of originals: 1 Routed to:	alamber Date:	03/05/25
4) CITY MANAGER'S OFFICE: CMO LOG	#: Document re	eceived from:
ASSIGNED TO: SUSAN GRANT, ACTING		
ACTING ASST. CITY MANAGERS.: □ BEN ACTING CRA EXECUTIVE DIRECTOR □	The state of the s	
ACTING CRA EXECUTIVE DIRECTOR [	APPROVED FOR CITY MANA	AGER'S SIGNATURE LI
CITY MANAGER TO SIGN PER ACM OR A		
☐ A. FAJARDO ☐ B. ROGERS ☐ C. COOPER		ROVAL (See comments)
Comments/Questions:		
Forward originals to CCO for continuous rou	ting to Mayor Date to CCO:	
5) MAYOR/CRA CHAIRMAN: Please sign as	indicated and forward the original	s to the City Clerk's Office
for a final processing and review of attestation ar	d/or seal, if applicable. Date to	o CCO:
6) INSTRUCTIONS TO CITY CLERK'S OF Dept.: FIN-Procurement *Name: Matthew Eaton		copy and forward originals to Ext 5141
*Please scan the record copy to the City Clerk once review a		Ieral, State, County) is complete.



#25-0020

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

March 4, 2025

TITLE:

Motion Approving First Amendment to Increase the Amount to the HVAC Installation, Maintenance and/or Repair Services Agreement - S&R Engineering Group LLC d/b/a Air Changes Mechanical - \$820,000 -

(Commission Districts 1, 2, 3 and 4)

<u>Recommendation</u>

Staff recommends that the City Commission approve a First Amendment, in substantially the form attached, to the HVAC Installation, Maintenance and/or Repair Services Agreement with S&R Engineering Group LLC d/b/a Air Changes Mechanical, to increase the initial two (2) year fixed and firm contract term amount by \$820,000, from \$1,500,000 to \$2,320,000, and estimated annual renewal amount by \$410,000, from \$750,000 to \$1,160,000, for a potential total contract amount of \$4,640,000.

#### **Background**

On June 20, 2023 (Commission Agenda Memo #23-0390), the City Commission awarded an agreement to S&R Engineering Group LLC d/b/a Air Changes Mechanical for HVAC Installation, Maintenance and/or Repair Services pursuant to Invitation to Bid Event No. 33. This Agreement was awarded for an initial two (2) year contract term with two (2) additional one (1) year renewal options, for a potential total of four (4) years.

This Agreement supports the repair and replacement of all equipment, distribution systems, controls and energy supply systems required by the heating, ventilating and air conditioning systems in City facilities. Many of the repairs related to this contract are done on an emergency basis, making it difficult to predict annual expenditures. There are three (3) months remaining for the initial term of this contract and most of the awarded amount has been consumed.

The Parks and Recreation department has done a one-time unforeseen project consuming \$664,120 for the complete AC replacement at Southside Cultural Arts Center. Additionally, the Fort Lauderdale Executive Airport used \$325,000 for an AC replacement project. In addition to the unforeseen expenditures noted above, the contract was used to replace the AC system at Fire Station 3 at a cost of \$230,583 and the Public Works department used \$75,000 for HVAC maintenance at the George T. Lohmeyer wastewater

03/04/2025 CAM #25-0020 Page 1 of 3

treatment plant. This contract has been critical in expediting needed repairs to reduce costly rental of temporary equipment and air quality issues for the Fire Fighters, City employees, residents and visitors who occupy and use these facilities.

## **Resource Impact**

Funds for this agreement in the amount of \$820,000 are available in the FY 2025 Budget/CIP in the account listed below:

AMOUNT	AVAILABLE BALANCE (Character)	AMENDED BUDGET (Character)	CHARACTER/ ACCOUNT NAME	COST CENTER NAME (Program)	ACCOUNT NUMBER
\$220,000	\$220,328	\$332,497	Capital Outlay - Construction	Facility Asessmnt  - Roofing  Priorities	10-331-9100-519-60- 6599-P12161
\$170,000	\$1,270,456	\$1,341,860	Capital Outlay - Construction	Facility Asessmnt - HVAC, Elect, Plumb	10-331-9100-519-60- 6599-P12162
\$430,000	\$433,750	\$494,894	Capital Outlay - Construction	Facility Asessmnt  – Int  Repair/Constr	10-331-9100-519-60- 6599-P12164
-	\$433,750 L AMOUNT ►		Outlay -	– Int	10-331-9100-519-60- 6599-P12164

# **Strategic Connections**

This is a FY 2025 Commission Priority, advancing the Public Spaces and Community initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

• The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

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 and Open Space 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 - Commission Agenda Memo #23-0390

Exhibit 4 - S&R Engineering Group LLC d/b/a Air Changes Mechanical Agreement

Exhibit 5 - First Amendment to Service Agreement

Prepared by:

Glenn Marcos, Chief Procurement Officer, Finance

Carolyn Bean, Assistant to the Director, Parks and Recreation

Heather Rose, Senior Procurement Specialist, Finance Matthew Eaton, Senior Administrative Assistant, Finance

Department Directors: Carl Williams, Parks and Recreation

Linda Short, Finance

details

File #:

250020 Version: 1

Type:

CONSENT MOTION

Title:

Motion Approving First Amendment to Increase the Amount to the HVAC Installation, Maintenance

and/or Repair Services Agreement - S&R Engineering Group LLC d/b/a Air Changes Mechanical -

\$820,000 - (Commission Districts 1, 2, 3 and 4)

Mover:

Ben Sorensen

Seconder:

Steven Glassman

Result:

Pass

Agenda note: Minutes note:

Action:

**APPROVED** 

Action text:

**APPROVED** 

consent votes (5:0)	
5 records Group Export	
Person Name	Vote
Ben Sorensen	Yea
John C. Herbst	Yea
Steven Glassman	Yea
Pam Beasley-Pittman	Yea
Dean J. Trantalis	Yea



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Florida Limited Liability Company S&R ENGINEERING GROUP LLC

Filing Information

**Document Number** 

L21000174735

FEI/EIN Number

86-3411387

Date Filed

04/15/2021

**Effective Date** 

04/14/2021

State

FL

Status

ACTIVE

**Principal Address** 

1365 NW 98th Ct Unit 4

Doral, FL 33172

Changed: 03/10/2022

Mailing Address

1365 NW 98th Ct Unit 4

Doral, FL 33172

Changed: 03/10/2022

Registered Agent Name & Address

ARDILA, RICARDO 10452 NW 78th TER

Doral, FL 33178

Name Changed: 03/10/2022

Address Changed: 03/10/2022

Authorized Person(s) Detail

Name & Address

Title MGR

MUNERA, SEBASTIAN 6560 N.W 114AVE APT 534 DORAL, FL 33178

Title MGR

ARDILA, RICARDO A 10452 N.W 78 TERR DORAL, FL 33178

## **Annual Reports**

Report Year	Filed Date
2023	02/07/2023
2024	03/19/2024
2025	02/06/2025

#### **Document Images**

02/06/2025 ANNUAL REPORT	View image in PDF format
03/19/2024 ANNUAL REPORT	View image in PDF format
02/07/2023 ANNUAL REPORT	View image in PDF format
03/10/2022 ANNUAL REPORT	View image in PDF format
04/15/2021 Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



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**No Filing History** 

# Fictitious Name Detail

## **Fictitious Name**

#### AIR CHANGES MECHANICAL

#### Filing Information

Registration Number G23000066564

Status ACTIVE
Filed Date 05/30/2023
Expiration Date 12/31/2028

Current Owners 1

County MULTIPLE

Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

# Mailing Address

1365 NW 98TH CT UNIT 4 DORAL, FL 33172

#### **Owner Information**

S&R ENGINEERING GROUP, LLC 1365 NW 98TH CT UNIT 4

**DORAL, FL 33172** 

FEI/EIN Number: 86-3411387 Document Number: L21000174735

#### **Document Images**

05/30/2023 -- Fictitious Name Filing

View image in PDF format

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Florida Department of State, Division of Corporations

# FIRST AMENDMENT TO SERVICE AGREEMENT FOR HVAC INSTALLATION, MAINTENANCE AND/OR REPAIR SERVICES

THIS FIRST AMENDMENT to Service Agreement for HVAC Installation, Maintenance and/or Repair Services ("First Amendment") made this Leady of Mach, 2025, is by and between the City of Fort Lauderdale, a Florida municipality, ("CITY"), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and S&R Engineering Group LLC d/b/a Air Changes Mechanical, a Florida limited liability company, ("CONTRACTOR"), with its principal address located at 1365 Northwest 98th Court, Unit 4, Doral, FL 33172 (collectively, "Parties").

WHEREAS, at its meeting on June 20, 2023 (CAM 23-0390), the City Commission of the City of Fort Lauderdale approved an agreement with CONTRACTOR for HVAC installation, maintenance and/or repair services at City facilities, as needed, pursuant to Invitation to Bid (ITB) Event No. 33 ("Agreement"); and

WHEREAS, the City entered into an Agreement with Contractor with an initial 2-year term, beginning June 20, 2023, and scheduled to terminate on June 19, 2025, with an option to renew the Agreement for two (2) additional one (1) year terms. However, as of this date, a majority of the contracted amount has been exhausted due to emergency work and equipment replacement caused by unplanned and unforeseen equipment failures at multiple City facilities, with three (3) months remaining of the contract's initial term; and

WHEREAS, the City Commission and Contractor mutually desire to enter into a First Amendment to Service Agreement for HVAC Installation, Maintenance and/or Repair Services ("First Amendment") to increase the current annual contract amount of \$1,500,000 by an additional amount of \$820,000 which includes an increase in the contract allowance to cover the unplanned equipment replacement costs, for a combined total two (2)-year contract amount of \$2,320,000, and two (2) additional one (1) year renewal options to the Agreement with an annual contract amount of \$1,160,000, inclusive of an annual contract allowance of \$410,000, thereby increasing the total potential contract amount from \$3,000,000 to \$4,640,000, 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, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the Parties covenant and agree as follows:

- I. <u>RECITALS</u>: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. <u>DEFINITIONS</u>: For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. <u>AMENDMENTS</u>: 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 for a total amount not to exceed and initial compensation amount of Two Million Three Hundred Twenty Thousand Dollars (\$2,320,000) for the initial two (2)-year term of the Agreement, inclusive of an additional amount of \$820,000 for contract allowance to cover unplanned equipment replacement costs. with the option to approve two (2) additional one (1)-year term contracts for an estimated annual renewal amount of One Million One Hundred Sixty Thousand Dollars (\$1,160,000), inclusive of an annual contract allowance of \$410,000, as specified in Exhibit B and provided all terms, conditions and specifications in the Agreement remain the same, and the extension is mutually agreed to in writing and signed 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. <u>COUNTERPARTS</u>: 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. <u>HEADINGS</u>: 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 as follows:

<u>CITY</u>

ATTEST:

CITY OF FORT LAUDERDALE, a Florida

municipality

David R. Soloman, City

Susan Grant

Acting City Manager

Date:

Approved as to form and correctness: D'Wayne M. Spence, Interim City Attorney

Ву:

Patricia SaintVil Joseph Assistant City Attorney

# CONTRACTOR

WITNESSES:	S&R ENGINEERING GROUP LLC D/B/A AIR CHANGES MECHANICAL, a Florida limited liability company	
Schostian Herera	By:Ricardo Ardila, Manager	
Jesus Bellogin		
Print Name		
(CORPORATE SEAL)		
$\Box$ online notarization, this $28$ day of	dged before me by means of nebysical presence of the physical presence	
(NOTARY SEAL)  MARTHA D. ALTAMIRANO Commission # HH 207042 Expires April 13, 2026	(Signature of Notary Public - State of Florida)  Matha Athanirano  (Print, Type, or Stamp Commissioned Name of Notary Public)	
Personally Known OR Produced Identification Vivey 5 Lilling  Type of Identification Produced: Florida Vivey 5 Lilling		

The undersigned, on behalf of <u>dba Air Changes Hechgnical</u> ,  (Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)		
a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury, (State entity is registered) hereby deposes and says:		
My name is		
2. I am an officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: (Print title of corporate officer/authorized representative)		
<ol> <li>I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.</li> </ol>		
Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.		
Signature of Officer or Representative:		
Office Address: 1365 NW 98th Ct. Unit #4, Doral FL 33172		
Email Address: rardila @ airchanges, us		
Main Phone Number: <u>786-658-6837</u> FEIN No.: <u>86-3411387</u>		
STATE OF Florida COUNTY OF Dude		
Sworn to and subscribed before me by means of physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization, this 28 day of the physical presence or online notarization.		
(NOTARY SEAL)  MARTHA D. ALTAMIRANO Commission # HH 207042 Expires April 13, 2026  (Signature of Notary Public – State of #(9400)  Print, Type or Stamp Commissioned Name of Notary Public),		
Personally Known OR Produced Identification  Type of Identification Produced Florida Mich 5 Unce		
Page 1 of 1		

#### AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS (Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of periury as follows:

- Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, 1. Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
- Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
- Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
- Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

9.

SAR Engineering Group, LLC D: 1-da 1-11/2

Name: Kicarao Kraila Title: Klanager Ei	ntity: dba Air Changes Mechanical
Signature: Date:	
NOTARY PUBLIC ACKNOWEDGEMEN	NT SECTION
STATE OF Houda COUTY OF Sade	
The foregoing instrument was acknowledged before me, by mean notarization, this 28 day of 2011 by	s of Aphysical presence or online
Monager for SAR Engine	ing Group, LLC, who is
personally known to me or who has produced <u>Fla Driver5</u> .	as identification of the MARTHAD. ALTAMIRANO
Mattres	Commission # HH 207042 Expires April 13, 2026
Print Name: Marana AHAMIRANO My o	commission expires: 413 2020