

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND AVCON, INC.
FOR CONSULTANT SERVICES FOR AIRPORT UTILITIES AND PAVEMENT PROJECTS
(RFP# PNC2122842P1)**

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and AVCON, Inc., a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties"), is effective as of the date this First Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into an agreement for consultant services for airport utilities and pavement projects at the Fort Lauderdale-Hollywood International Airport ("FLL") and the North Perry Airport ("HWO"), dated October 7, 2022 ("Agreement").

B. The Parties desire to amend the Agreement to, among other things, increase the maximum not-to-exceed amount payable under the Agreement by Three Million Dollars (\$3,000,000.00) to provide funding for continued consultant services for utilities and pavement projects at FLL and HWO and update certain terms in the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Section 5.1.2 of the Agreement is amended as follows:

5.1.2 Maximum Amount. The aggregate compensation of all Work Authorizations issued under this Agreement (inclusive of all Extension Terms) shall not exceed ~~Seven Million Dollars (\$7,000,000)~~ **Ten Million Dollars (\$10,000,000.00)**, which includes ~~Two Hundred Fifty Thousand Dollars (\$250,000)~~ **Three Hundred Thousand Dollars (\$300,000.00)** for potential reimbursables to be authorized pursuant to Section 5.3.

4. Entities of Foreign Concern. By execution of this First Amendment, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; and the undersigned authorized representative of Consultant declares that they have read the

foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5. Anti-Human Trafficking. By execution of this First Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

6. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. Consultant acknowledges that through the date this First Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

9. This First Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and AVCON, Inc., signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By Kailie Rush Digitally signed by Kailie Rush
Date: 2025.03.06 09:02:32
-05'00'

Kailie Rush (Date)
Assistant County Attorney

Alexander J. Williams, Jr. Digitally signed by Alexander J.
Williams, Jr.
Date: 2025.03.05 20:17:48 -05'00'

By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

YA/ch
First Amendment Avcon, Inc.
02/12/2025
80071.0158

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND AVCON, INC.
FOR CONSULTANT SERVICES FOR AIRPORT UTILITIES AND PAVEMENT PROJECTS
(RFP# PNC2122842P1)**

CONSULTANT

AVCON, INC.

By: *Sandeep Singh*
Authorized Signer

Sandeep Singh, President

Print Name and Title

5th day of March, 2025