

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ARORA ENGINEERS, INC., FOR NON-DESIGN CONSULTANT SERVICES FOR GEOGRAPHIC INFORMATION SYSTEM CONSULTING SERVICES IN BROWARD COUNTY, FLORIDA

This First Amendment ("Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Arora Engineers, Inc., a Pennsylvania corporation authorized to transact business in the State of Florida ("Consultant"), is entered into effective as of the date this Amendment is fully executed by the Parties ("Effective Date").

RECITALS:

A. County and Consultant (collectively, the "Parties") are parties to the Agreement for Non-Design Consultant Services for Geographic Information System Consulting Services in Broward County, Florida, dated June 3, 2014 (the "Agreement").

B. All renewal terms have been exercised, and the term of the Agreement expires on June 2, 2019.

C. The Parties desire to add two additional one-year renewal terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Amendments made to the Agreement by this Amendment are indicated by the use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

3. Section 4.0 of the Agreement is amended as follows:

4.0 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three years from that date ("Initial Term"). At its option, the County may renew this Agreement for ~~two (2)~~ up to four (4) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing or Aviation Director by written notice of renewal to Consultant.

4. Consultant acknowledges that, through the Effective Date, Consultant has no claims against County with respect to any of the matters covered by the Agreement, as amended, and Consultant has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended.

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control.

6. The Agreement, as amended herein, 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 or this 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 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 the other.

8. This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County, through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and Arora Engineers, Inc., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:


BROWARD COUNTY, by and through its
Board of County Commissioners


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

By _____
Mayor

____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  3/20/19
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By  3/21/19
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ARORA ENGINEERS,
INC., FOR NON-DESIGN CONSULTANT SERVICES FOR GEOGRAPHIC INFORMATION SYSTEM
CONSULTING SERVICES IN BROWARD COUNTY, FLORIDA**

CONSULTANT

WITNESSES:

ARORA ENGINEERS, INC.

Renee Siciliano
Signature

By: [Signature]
Authorized Signor

Renee Siciliano, Contracts Manager
Print Name of Witness above

Manik K. Arora, PE, President & CEO
Print Name and Title

[Signature]
Signature

19th day of March, 2019

Dana Di Ottavio, Executive Assistant
Print Name of Witness above

ATTEST:
[Signature]
Corporate Secretary or other person
authorized to attest
Karen A. Hierman
Director of Administration & Communications/Asst. Secretary

(CORPORATE SEAL OR NOTARY)

