

FIRST AMENDMENT TO THE PROFESSIONAL ENGINEERING CONTINUING SERVICES AGREEMENT FOR STRUCTURAL ENGINEERING

This First Amendment to the Professional Engineering Continuing Services Agreement dated October 19, 2021 is made and entered into this 13th day of June, 2022, (the "Effective Date") and is agreed to between the City of Hollywood, Florida ("City") and Jenkins and Charland, Inc. a/k/a TRC Worldwide Engineering, a Florida corporation authorized to do business in the State of Florida ("Consultant"). It is mutually understood and agreed by and between the parties that said Agreement is amended upon the terms, covenants, and conditions set forth below.

WITNESSETH:

WHEREAS, on October 19, 2021, City and TRC Worldwide Engineering, Inc. executed a Professional Engineering Continuing Services Agreement for Structural Engineering pursuant to RFQ-No. 4666021-DCM and Resolution No. R-2021-208; and

WHEREAS, on April 4, 2022, TRC Worldwide Engineering, Inc. notified City that it formerly changed its corporate name to Jenkins and Charland, Inc. and registered TRC Worldwide Engineering as a fictitious name, however, the corporate structure has not changed nor has any corporate assets or liabilities by transferred or assigned; and

WHEREAS, due to the corporate name change, it is necessary to amend the Agreement dated October 19, 2021 to reflect and bind Consultant now known as Jenkins and Charland, Inc. to all terms and conditions of said Agreement.

NOW, THEREFORE, the City and Consultant, for the considerations set forth in this First Amendment, agree as follows:

1. That the Agreement dated October 19, 2021 shall now reflect that that Jenkins and Charland, Inc. is now the Consultant, party to the Contract and that it is fully bound by all terms and conditions of the Agreement.

2. That Consultant shall be legally liable and responsible for all obligations in accordance with the terms and conditions of the Agreement and such liabilities and

responsibilities are as of the date of the initial execution of the Agreement and any and all Authorizations to Proceed executed by the parties.

3. That Consultant shall provide City with an updated Certificate of Insurance reflecting the required insurance coverage under Consultant's new corporate name and such Certificate must be received prior to starting any work pursuant to an Authorization to Proceed.

In Witness Whereof, the parties have cause this First Amendment to be executed by their respective undersigned.

ATTEST:

DocuSigned by:
Patricia A. Cerny
Patricia A. Cerny, MMC
City Clerk



City of Hollywood, a municipal corporation of the State of Florida

DocuSigned by:
Wazir Ishmael
By: Dr. Wazir Ishmael
City Manager

Approved As To Form & Legal Sufficiency for the use and reliance of the City of Hollywood, Florida, only.

DocuSigned by:
Douglas R. Gonzales
Douglas R. Gonzales
City Attorney

ATTEST:

[Signature]
Corporate Secretary

Jenkins and Charland, Inc. a/k/a TRC Worldwide Engineering

By: [Signature]
Signature

Printed Name: Donata M. Williams
Title: Managing Principal

Corporate Seal