



City of Pembroke Pines

**FOURTH AMENDMENT TO CONTINUING
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SYNALOVSKI ROMANIK SAYE, LLC, A WHOLLY
OWNED SUBSIDIARY OF PRIME ABA BUYER, INC.**

THIS AMENDMENT (“Fourth Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SYNALOVSKI ROMANIK SAYE, LLC, A WHOLLY OWNED SUBSIDIARY OF PRIME ABA BUYER, INC., a Limited Liability Company (LLC) as listed with the Florida Division of Corporations, with a business address of **1800 Eller Drive, Suite 500, Fort Lauderdale, FL 33316** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **June 9, 2020**, the Parties entered into the Continuing Professional Services Agreement (“Original Agreement”) pursuant to Request for Proposals (“RFQ”) # RE-19-15 entitled Parks Architectural and Engineering Services, and in accordance with the Consultant's Competitive Negotiation Act (“CCNA”), §287.055, Florida Statutes, for an initial **three (3) year period**, which naturally expiring on **June 2, 2020**; and,

WHEREAS, on **December 3, 2021**, the Parties executed the First Amendment to the Original Agreement to increase the total compensation amount not to exceed for the term of the Agreement from TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00) to THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$355,000.00), to allow for phase three (3) of the renovation of the West Pines Soccer Park Fields five (5) and six (6), and the completion of design documents for renovation of the softball fields at Silver Lakes South; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2), additional, **three (3) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **March 6, 2023**, the Parties executed the Second Amendment to the Original Agreement, as amended, to decrease the total compensation amount not to exceed for the term of the Agreement from THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND



City of Pembroke Pines

ZERO CENTS (\$355,000.00) to TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00) and to renew the term of the Original Agreement, as amended, for a **three (3) year** period, which will expire on **June 2, 2026**; and,

WHEREAS on **August 1, 2023**, Synalovski Romanik Saye, LLC was acquired by and became a wholly owned subsidiary of Prime ABA Buyer, Inc., but will continue to operate as a separate entity; and,

WHEREAS, on **April 25, 2024**, the Parties executed the Third Amendment to the Original Agreement, as amended, to assign the Agreement to Synalovski Romanik Saye, LLC, a wholly owned subsidiary of Prime ABA Buyer, Inc. as approved by the City Commission on April 17, 2024, and to update the hourly rates of compensation; and,

WHEREAS the Parties desire to increase the total compensation amount not to exceed for the current term from **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00)** to **FIVE HUNDRED FIFTY-SEVEN THOUSAND, FOUR HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$557,475.00)** and to supplement the terms contained in the Original Agreement, as amended, as set forth in this Fourth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed upon for each assignment of work as more particularly described in an applicable purchase order or amendment hereto, and pursuant to the hourly rates established in **Exhibit "E"**, attached hereto any by this reference made a part hereof. The total amount of compensation for each, three (3) year term of this Agreement shall not exceed **FIVE HUNDRED FIFTY-SEVEN THOUSAND, FOUR HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$557,475.00)**.

SECTION 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or



services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S.



Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Fourth Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Fourth Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Fourth Amendment and submitting the executed



required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Fourth Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Fourth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, and the Original Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 12. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 13. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**




City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Paul Hernandez
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

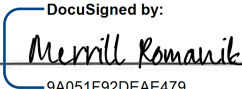
DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

**SYNALOVSKI ROMANIK SAYE, LLC, A
WHOLLY OWNED SUBSIDIARY OF PRIME
ABA BUYER, INC.**

Signed By:  _____

Printed Name: Merrill Romanik

Title: Principal Architect/Vice-President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

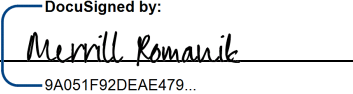
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: December 2, 2024

ENTITY: SYNALOVSKI ROMANIK SAYE, LLC, A WHOLLY OWNED SUBSIDIARY OF PRIME ABA BUYER, INC.

SIGNED BY: 

NAME: Merrill Romanik

TITLE: Principal Architect/Vice-President