



**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SYNALOVSKI ROMANIK SAYE, LLC**

THIS AMENDMENT ("Third 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 Limited Liability Company, 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**, pursuant to Request for Qualifications ("RFQ") # RE-19-15, the Parties entered into a Continuing Professional Services Agreement (the "Original Agreement") to provide parks architectural and engineering services for an initial **three (3) year period**, which naturally expired on **June 2, 2023**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2), **three (3) year** terms pursuant to written amendments to the Original Agreement; 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, 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 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, as set forth in **Exhibit “D”** .

WHEREAS Section 18.4 of the Original Agreement, as amended, states that any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval; and,

WHEREAS, on _____, the City Commission approved assignment of the Original Agreement, as amended, to Synalovski Romanik Saye, LLC, a wholly owned subsidiary of Prime ABA Buyer, Inc.; and,

WHEREAS the Parties desire to update the hourly rates established in the Original Agreement, as amended, as set forth in this Third 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. The Original Agreement is hereby assigned to Synalovski Romanik Saye, LLC, a wholly owned subsidiary of Prime ABA Buyer, Inc..

SECTION 3. The Original Agreement, as amended, is hereby amended to include **Exhibit “D”**, attached hereto and by this reference made a part hereof.

SECTION 4. 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 **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00)**.

SECTION 5. 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:

5.1 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

5.2 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:

5.2.1 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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. 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.

6.1 **Definitions for this Section.**

6.1.1 “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.

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

6.1.3 “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.

6.1.4 “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.

6.2 **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:

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

6.2.2 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

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

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

SECTION 11. This Third 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 Third 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 FOLLOWS



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:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

CONSULTANT:

SYNALOVSKI ROMANIK SAYE, LLC, a wholly owned subsidiary of PRIME ABA BUYER, INC.

Signed By: _____

Printed Name: Merrill Romanik

Title: Manager



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

March 28th, 2024

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

RE: SYNALOVSKI ROMANIK SAYE, LLC

To Whom It May Concern:

On August 1, 2023, SYNALOVSKI ROMANIK SAYE, LLC (SRS) was acquired by PRIME ABA BUYER, INC.

PRIME ABA BUYER is the parent company of SYNALOVSKI ROMANIK SAYE, LLC and is doing business as SYNALOVSKI ROMANIK SAYE, LLC in the State of Florida.

Our operating structure now will show Merrill Romanik and Jose Saye as the Managers. Mr. Manuel Synalovski has retired.

The operating structure of the firm remains the same for serving our Clientele. For tax reporting purposes, SYNALOVSKI ROMANIK SAYE, LLC now reports the federal taxes through the parent company, PRIME ABA BUYER, INC under the EIN number of 86-3245397.

SYNALOVSKI ROMANIK SAYE, LLC is a wholly owned subsidiary of PRIME ABA BUYER, INC.

In advance, thank you for your attention to this matter. Please do not hesitate to contact us should you have any further questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Merrill Romanik', is written over a light blue horizontal line.

Merrill A. Romanik
Manager

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

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SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

HOURLY RATE TABLE 4/2/2024

Vice-President/Principal Architect	\$	225.00
Vice-President/Sr. Project Manager	\$	200.00
Sr. Project Manager	\$	180.00
Sr. Interior Designer	\$	165.00
Architect III (Licensed)	\$	175.00
Architectural Designer III	\$	150.00
Sr. Architectural Manager	\$	150.00
Interior Designer III	\$	145.00
Architect II (Licensed)	\$	145.00
Architectural Designer II	\$	135.00
Interior Designer II	\$	125.00
Architect I (Licensed)	\$	125.00
Architectural Designer I	\$	105.00
Jr. Interior Designer I	\$	105.00
Administrative Assistant/Permit Specialist	\$	125.00

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