



**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SYNALOVSKI ROMANIK SAYE, LLC.**

THIS AGREEMENT, dated this ____ day of _____ **2019**, 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** authorized to do business in the State of Florida, with a business address of **1800 Eller Drive Suite #500, Fort Lauderdale, FL 33316**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFQ # RE-17-05**, on **April 16, 2018**, the CITY and CONSULTANT entered into the Original Agreement for a **Design Criteria Package (DCP) for the Construction of a Recreation Center at William B. Armstrong Dream Park**; and,

WHEREAS, the Parties desire to amend the Original Agreement to include an additional scope of work for Phase 2 of the Design Criteria Package (DCP) for the Construction of a Recreation Center at William B. Armstrong Dream Park; and,

WHEREAS, the parties also desire to repeal and replace **Section 3.1** of the Original Agreement as this was inaccurately drafted; and,

WHEREAS, the Parties also desire to amend the Original Agreement to include certain provisions required by statutory amendments adopted since the Parties entered into the Original Agreement; and,

WITNESSETH

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 follows:

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

SECTION 2. The Parties hereby agree that **Article 2 – Services and Responsibilities** is amended to include the following:



2.6 CONSULTANT hereby agrees to provide the services necessary to provide a Phase 2 of the Design Criteria Package for the construction of a recreation center at William B. Armstrong Dream Park as more particularly described in **Exhibit "A" of this First Amendment**, of which is attached hereto and by this reference made a part hereof.

SECTION 3. The Parties hereby agree to repeal and replace **Section 3.1** of the Original Agreement as follows:

~~**3.1** The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONSULTANT receives CITY's Notice to Proceed. The work shall be completed within **thirty (30) days** from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents.~~

3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in Exhibit "A", and incorporated herein by reference. Minor adjustments to the timetable for completion approved by City Manager in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement.

SECTION 4. The Parties hereby agree that **Article 11 – Miscellaneous** is amended to include the following:

11.13 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 the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, 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 if:

11.13.1 Any amount of, 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 s. 215.4725 or is engaged in a boycott of Israel; or

11.13.2 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:

11.13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

11.13.2.2 Is engaged in business operations in Syria.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this



amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSES

SYNALOVSKI ROMANIK SAYE, LLC.

Print Name

BY:

Print Name:

Title:

Print Name

STATE OF)
) ss:
COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of SYNALOVSKI ROMANIK SAYE, LLC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SYNALOVSKI ROMANIK SAYE, LLC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)