



**CONTRACT
AMENDMENT**

This Amendment #4 (“Amendment”) to Contract #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility (“the Contract”), by and between the City of Port St Lucie (“City”) and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor’s Full Legal Name:	Action Sports Design, LLC
Solicitation No./Event ID:	20250012
Solicitation Title/Event Name:	Tradition Regional Park – Adaptive Wheel Park Facility
Contract Award Date:	06/25/2025
Initial Current Contract Term:	06/25/2025-12/25/2025
Current Contract Expiration Date:	04/25/2026
Requested Contract Expiration Date:	05/26/2026
Initial Contract Amount:	\$5,889,252.39
Current Contract Amended Amount:	\$5,651,562.00
Requested Financial Change Amount:	\$585,000.00
New Contract Amount:	\$6,236,562
Amendment No.:	4
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

- 1. INCREASE OF COMMODITIES.** The parties hereby agree that the Contract Amount will be increased by **\$585,000.00** for the additional Scope of Work in Section 2, below.
 - a. City Council has also approved a City-owned contingency of 5% (\$29,250.00) for the Scope of Work under this Amendment, which shall be subject to the following:
 - i. At all times, the contingency funds shall be property of the City, and Contractor shall not be entitled to use of the contingency funds unless and until it receives approval by the City in the following manner. If Contractor desires to use contingency funds, it must submit a change order and the change order must be approved by the City's Project Manager in writing before Contractor has access to use the contingency fund. Contractor may also use the contingency funds if the City submits an owner-directed change order. After project completion, any funds remaining in the contingency shall remain City property. Contractor shall have no claim or interest in the contingency funds unless and until it has met all requirements of this section.
- 2. SCOPE OF WORK.** This Amendment is to add a parking lot to the project site, as generally described in Exhibit A, including the following:
 - Site layout, excavation to receive double and base rock. Quantity: 1, Unit Rate \$21,627.92
 - Grade, prep, proof roll subgrade. Quantity: 17,278 SY, Unit Rate \$1.49, Total: \$25,916.66
 - 6" double rock. Quantity: 17,278 SY, Unit rate \$14.22, Total: \$245,752.97
 - 8" Base Rock. Quantity: 17,278 SY, Unit rate \$16.57, Total: 286,346.27
 - Topsoil Prep/Sod. Quantity 17,278 SY, Unite rate \$0.31, Total: 5,356.18
- 3. EXTENSION.** The parties hereby agree that the Contract will be extended for an additional period, as follows:
 - a. Extend Contract term for an additional one (1) month, as follows:
 - Beginning Date of Amendment Term: 04/26/2026
 - End Date of Amendment Term: 05/26/2026

- b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed writing to extend the Contract for an additional period.
- 4. BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.
- 5. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 6. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Action Sports Design, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael McIntyre, Principal-Sole Member
Date:	February 26, 2026
Company Address:	12400 W Hwy 71, Suite 350-348 Austin, TX 78738

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984