

May 2, 2014

City of Key West 3132 Flagler Avenue Key West, Florida 33040 Attn: James Bouquet, City Engineer – sent via email to jbouquet@keywestcity.com

Re: Fire Station #2 Contract Amendment #1

Dear Mr. Bouquet,

This letter is Amendment Number 1 to the Agreement ("Agreement") between K2M Design, Inc. ("Consultant") and The City of Key West ("Client") for the performance of services in connection with Fire Station #2 ("Project"), governed under Resolution No. 12-125, dated April 4, 2012. The purpose of this letter is to request additional fee outside the original scope of work. This Amendment is effective as of the date of this letter. All other terms and conditions of the Agreement not previously amended or specifically modified by this Amendment remain in effect.

Consultant and Client modify the Agreement as follows:

The Scope of Work is hereby modified to include 350 hours of construction administration services, in addition to the initial 130 hours defined in Task Order #10. To date 100 additional hours have been spent above the 130 allotted in the contract. An additional 250 hours are allocated at 6-7 hours per week for the next 40 weeks. If the project is extended past February 6, 2015, additional hours required to complete the project will be negotiated with the Client. Compensation for this additional time over and above the original total agreement is proposed at a fixed fee of THIRTY THOUSAND DOLLARS (\$30,000). The remaining reimbursable balance will be reduced to \$6,000. Task #11 shall remain solely for record drawing purposes.

Upon acceptance of this amendment, Consultant will invoice for 100% of the original construction administration agreement totaling \$17,700 plus the \$4,353 modification to the reimbursable total. The remainder of the original contract amount for asbuilts, closeout and site visits shall remain in place. Should the City not require these services a credit can be issued.

If the terms of this Amendment meet with your approval, please amend our purchase order to additional requested funds. If you have any questions, please do not hesitate to call. Thank you.

Best Regards,

K2M Design, Inc.

A. LEED Scott C. Maloney President

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

K2MDESIGN.COM