

October 1, 2019 – January 13, 2020

City of Key West  
1300 White Street  
Key West, FL 33040  
Attn: Johnnie Yongue

**Re: Frederick Douglass Gym Extension – Contract Amendment Number One  
Project No. 19095**

Dear Mr. Yongue,

This letter is Amendment Number 1 to the Agreement (“Agreement”) between K2M Design, Inc. (“Architect / Engineer”) and the City of Key West (“Client”) for the performance of services in connection with Frederick Douglass Gym Extension (“Project”). The purpose of this letter is to request additional funds for the increased scope associated with the project, as listed below, associated with the building and coordination meetings. 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.

Architect / Engineer and Client modify the Agreement as follows:

The scope is now to include additional BVRAC, coordination, HARC, and District IV meetings, as listed below. **Additional scope for the building includes (1) male and (1) female shower in one bathroom each, roof mounting of the compressor units with HARC approved louvers, larger design square footage, a full commercial kitchen, a recording studio, a playground, and a landscape plan, including fencing around the playground and between the Gym and adjacent housing.** A lift arm is also to be incorporated at the entrance to the driveway. A study for solar design will be performed for the purpose of pricing solar panels for the building.

Services include:

- Engineering for solar panel design to be performed for purposes of pricing the option to include solar panels. Solar drawings to be schematic and focused on panel mounting and not for permitting of a solar energy system. Solar energy system sizing, specification, electrical design, and integration with building’s electrical system will be done by others.
- Mechanical, electrical, and plumbing engineering and drawings associated with the additional scope items.
- Structural engineering for the increase in building square footage.
- Architectural drawings and programming associated with the increase in building square footage.
- Landscape design.
- (2) additional BVRAC meetings at City Hall for (2) people at (2) hours each.
- (4) additional internal coordination meetings for (1) person at (2) hours each.
- (4) additional HARC meetings for (1) person at (1) hours each.
- (2) additional District VI meetings for (2) people at (2) hours each.
- Additional Civil and Geotech scope associated with the larger building.

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

A fixed fee of **FOURTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$42,075.00)** is requested to complete these services. Design Phase Services will be completed concurrent with the existing schedule.

- Architecture (K2M) - \$21,060.00
- Engineering (K2M) - \$16,065.00
- Civil (Consultant) - \$3,520.00
- Geotech (Consultant) - \$1,430.00

| K2M TASKS BY PHASE & ASSIGNMENTS BY DISCIPLINE |                            |                            | Hours Quantity | Blended Rate     | Phase Subtotals     |
|--|----------------------------|----------------------------|----------------|------------------|---------------------|
| <b>1</b>                                       | <b>Pre-Design Services</b> |                            | <b>19.0</b>    | <b>\$ 166.05</b> | <b>\$ 3,155.00</b>  |
| <b>Activity</b>                                | <b>Discipline</b>          | <b>Role</b>                | <b>Hours</b>   | <b>Rate</b>      | <b>Subtotal</b>     |
| Client Kick-off Meeting                        | Architecture               | Architect II               | 3.0            | \$ 125.00        | \$ 375.00           |
|  | Electrical Engineering     | Principal                  | 3.0            | \$ 225.00        | \$ 675.00           |
| Programming Analysis                           | Architecture               | Senior Project Manager III | 12.0           | \$ 165.00        | \$ 1,980.00         |
| Code Analysis                                  | Architecture               | Architect II               | 1.0            | \$ 125.00        | \$ 125.00           |
| <b>2</b>                                       | <b>Schematic Design</b>    |                            | <b>74.0</b>    | <b>\$ 119.05</b> | <b>\$ 8,810.00</b>  |
| <b>Activity</b>                                | <b>Discipline</b>          | <b>Role</b>                | <b>Hours</b>   | <b>Rate</b>      | <b>Subtotal</b>     |
| Schematic Design                               | Architecture               | Architect II               | 16.0           | \$ 125.00        | \$ 2,000.00         |
| Schematic Design Drawings                      | Architecture               | Drafter III                | 22.0           | \$ 105.00        | \$ 2,310.00         |
|  | Interior Design            | Designer II                | 8.0            | \$ 105.00        | \$ 840.00           |
| Schematic Design - Solar Panels                | Electrical Engineering     | Engineer II                | 24.0           | \$ 125.00        | \$ 3,000.00         |
| QA/QC  | Architecture               | Senior Project Manager III | 4.0            | \$ 165.00        | \$ 660.00           |
| <b>3</b>                                       | <b>Design Development</b>  |                            | <b>92.0</b>    | <b>\$ 113.15</b> | <b>\$ 10,410.00</b> |
| <b>Activity</b>                                | <b>Discipline</b>          | <b>Role</b>                | <b>Hours</b>   | <b>Rate</b>      | <b>Subtotal</b>     |
| Design Development Drawings                    | Architecture               | Drafter II                 | 22.0           | \$ 80.00         | \$ 1,760.00         |
|  | Interior Design            | Designer II                | 6.0            | \$ 105.00        | \$ 630.00           |

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|   |                               |                            |              |                  |                    |
|---|-------------------------------|----------------------------|--------------|------------------|--------------------|
|   | M/P Engineering               | Engineer II                | 16.0         | \$ 125.00        | \$ 2,000.00        |
|   | Electrical Engineering        | Engineer II                | 14.0         | \$ 125.00        | \$ 1,750.00        |
|   | Structural Engineering        | Engineer II                | 14.0         | \$ 115.00        | \$ 1,610.00        |
| Design Development Refinement                 | Architecture                  | Architect II               | 8.0          | \$ 125.00        | \$ 1,000.00        |
| QA/QC   | Architecture                  | Senior Project Manager III | 4.0          | \$ 165.00        | \$ 660.00          |
| Spec Pull                                     | Architecture                  | Architect II               | 2.0          | \$ 125.00        | \$ 250.00          |
|   | M/P Engineering               | Engineer II                | 3.0          | \$ 125.00        | \$ 375.00          |
|   | Electrical Engineering        | Engineer II                | 3.0          | \$ 125.00        | \$ 375.00          |
| <b>4</b>                                      | <b>Construction Documents</b> |                            | <b>76.0</b>  | <b>\$ 115.13</b> | <b>\$ 8,750.00</b> |
| <b>Activity</b>                               | <b>Discipline</b>             | <b>Role</b>                | <b>Hours</b> | <b>Rate</b>      | <b>Subtotal</b>    |
| Construction Document Drawings                | Architecture                  | Drafter II                 | 14.0         | \$ 80.00         | \$ 1,120.00        |
|   | Interior Design               | Designer II                | 8.0          | \$ 105.00        | \$ 840.00          |
|   | M/P Engineering               | Engineer II                | 16.0         | \$ 125.00        | \$ 2,000.00        |
|   | Electrical Engineering        | Engineer II                | 16.0         | \$ 125.00        | \$ 2,000.00        |
|   | Structural Engineering        | Engineer II                | 12.0         | \$ 115.00        | \$ 1,380.00        |
| Construction Document Refinement              | Architecture                  | Architect II               | 6.0          | \$ 125.00        | \$ 750.00          |
| QA/QC   | Architecture                  | Senior Project Manager III | 4.0          | \$ 165.00        | \$ 660.00          |
| <b>5</b>                                      | <b>Permitting</b>             |                            | <b>24.0</b>  | <b>\$ 141.67</b> | <b>\$ 3,400.00</b> |
| <b>Activity</b>                               | <b>Discipline</b>             | <b>Role</b>                | <b>Hours</b> | <b>Rate</b>      | <b>Subtotal</b>    |
| (2) Additional BVRAC Meetings                 | Architecture                  | Architect II               | 4.0          | \$ 125.00        | \$ 500.00          |
|   | Electrical Engineering        | Principal                  | 2.0          | \$ 225.00        | \$ 450.00          |
| (4) Additional Internal Coordination Meetings | Architecture                  | Architect II               | 8.0          | \$ 125.00        | \$ 1,000.00        |
| (4) Additional HARC Meetings                  | Architecture                  | Architect II               | 4.0          | \$ 125.00        | \$ 500.00          |

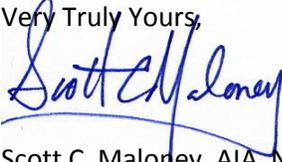
BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

|   |                           |              |              |                  |                     |
|---|---------------------------|--------------|--------------|------------------|---------------------|
| (2) Additional District IV Meetings           | Architecture              | Architect II | 4.0          | \$ 125.00        | \$ 500.00           |
|   | Electrical Engineering    | Principal    | 2.0          | \$ 225.00        | \$ 450.00           |
| <b>5</b>                                      | <b>Permitting</b>         |              | <b>80.0</b>  | <b>\$ 165.00</b> | <b>\$ 13,200.00</b> |
| <b>Activity</b>                               | <b>Discipline</b>         | <b>Role</b>  | <b>Hours</b> | <b>Rate</b>      | <b>Subtotal</b>     |
| (4) Additional BVRAC Meetings                 | Architecture              | Architect II | 8.0          | \$ 125.00        | \$ 1,000.00         |
|   | Electrical Engineering    | Principal    | 8.0          | \$ 225.00        | \$ 1,800.00         |
| (8) Additional Internal Coordination Meetings | Architecture              | Architect II | 16.0         | \$ 125.00        | \$ 2,000.00         |
|   | Electrical Engineering    | Principal    | 16.0         | \$ 225.00        | \$ 3,600.00         |
| (8) Additional HARC Meetings                  | Architecture              | Architect II | 8.0          | \$ 125.00        | \$ 1,000.00         |
| (4) Additional District IV Meetings           | Architecture              | Architect II | 8.0          | \$ 125.00        | \$ 1,000.00         |
|   | Electrical Engineering    | Principal    | 8.0          | \$ 225.00        | \$ 1,800.00         |
| (4) Additional Public Comment Meetings        | Architecture              | Architect II | 8.0          | \$ 125.00        | \$ 1,000.00         |
| <b>6</b>                                      | <b>Project Management</b> |              | <b>16.0</b>  | <b>\$ 162.50</b> | <b>\$ 2,600.00</b>  |
| <b>Activity</b>                               | <b>Discipline</b>         | <b>Role</b>  | <b>Hours</b> | <b>Rate</b>      | <b>Subtotal</b>     |
| Internal Project Management                   | Architecture              | Architect II | 6.0          | \$ 125.00        | \$ 750.00           |
| Engineering Coordination                      | Electrical Engineering    | Principal    | 6.0          | \$ 225.00        | \$ 1,350.00         |
| Design Coordination                           | Architecture              | Architect II | 4.0          | \$ 125.00        | \$ 500.00           |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

If the terms of this Amendment meet with your approval, please indicate by signing and returning one copy of this letter to us. If you have any questions, please do not hesitate to call. Thank you.

Very Truly Yours,



Scott C. Maloney, AIA, NCARB, LEED AP  
President

Authorization:

Client Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature (signer represents that she or he is legally  
authorized to sign on behalf of client)

\_\_\_\_\_