

**SECOND AMENDMENT TO TASK ORDER FOR
DESIGN OF FREDERICK DOUGLASS GYM EXPANSION BETWEEN
CITY OF KEY WEST AND K2M DESIGN**

THIS AGREEMENT is made and entered into this ____ day of March 2020, by and between the City of Key West (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and K2M Design, Inc. (the "Consultant"), a Florida corporation.

WITNESSETH:

WHEREAS, the City and Consultant entered into an Agreement for Design of Frederick Douglass Gym Expansion dated August 7, 2019, (the "Agreement") for the total sum of \$236,093.00; and

WHEREAS, on February 24, 2020 the City passed resolution 20-028 to approve First amendment in the amount of \$42,075 which revised the design to include additional programs at the request of Bahama Village Redevelopment Advisory Committee, and

WHEREAS, Numerous the SOS Kitchen has provided recommended changes which make the kitchen and main hall more available for use a potential meal site; and

WHEREAS, Consultant has proposed a total cost of \$29,160 to accommodate for the revised design scope of work;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Consultant and the City agree that they shall comply with and be bound by all of the terms of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

The project known as "Frederick Douglass Gym Expansion" shall be amended to relocate the proposed kitchen space on the first floor.

Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement on the date first written above.

ATTEST:

Cheryl Smith, City Clerk

Witness

Witness

CITY OF KEY WEST, FLORIDA

By: _____
Greg Veliz, City Manager

K2M Design, Inc.

By: _____