

**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: _____



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

March 5, 2020

Re: Frederick Douglass Gym Extension – Contract Amendment Number Two (Project No. 19095)

Dear Mr. Yongue,

This letter is Amendment Number 2 to the Agreement ("Agreement") between K2M Design, Inc. ("Architect / Engineer") and 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 schematic design and design development phase drawings associated with relocating the kitchen and storage room from the second floor to the first floor and the computer lab from the first floor to the second floor. 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.

Services include:

- Architectural Schematic Design floor plan showing the relocation of the kitchen, storage room, and computer lab based on pre-determined design criteria provided by the City of Key West.
- Design Development phase drawings for the modified floor plan per approved schematic. Design Development shall include architectural, mechanical, electrical, plumbing, and interior design drawings.
- (1) Client meeting for review of Schematic Design requirements for (1) hour.
- (1) Client meeting for review of Schematic Design drawing set for (2) hours.
- (1) Client meeting for review of Design Development drawing set for (2) hours.

Note: Client to provide written approval of modifications prior to the start of each design phase.

A fixed fee of TWENTY-NINE THOUSAND ONE HUNDRED SIXTY DOLLARS (\$29,160.00) is requested to complete these services. Design Phase Services will be completed within 40 days of execution.

Schematic Design			49.0	\$ 126.73	\$ 6,210.00
Activity	Discipline	Role	Hours	Rate	Subtotal
Design Phase Kickoff Meeting	Architecture	Architect III	1.0	\$ 140.00	\$ 140.00
	Architecture	Designer II	1.0	\$ 110.00	\$ 110.00
Client Review Meeting	Architecture	Architect III	2.0	\$ 140.00	\$ 280.00
Schematic Design Drawings	Architecture	Designer II	24.0	\$ 110.00	\$ 2,640.00
Schematic Design Coordination	Architecture	Architect III	5.0	\$ 140.00	\$ 700.00
QA/QC	Architecture	Senior Project Manager III	4.0	\$ 165.00	\$ 660.00
Client Submittal	Architecture	Architect III	2.0	\$ 140.00	\$ 280.00

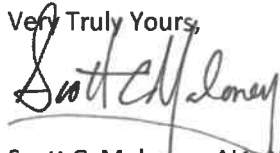
BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

Presentation / Review Meeting	Architecture	Architect III	2.0	\$ 140.00	\$ 280.00
Schematic Design Refinement and Reissue	Architecture	Architect III	8.0	\$ 140.00	\$ 1,120.00
	Design Development		151.0	\$ 132.88	\$ 20,065.00
Activity	Discipline	Role	Hours	Rate	Subtotal
Design Phase Kickoff Meeting	Architecture	Project Manager	1.0	\$ 140.00	\$ 140.00
	M/P Engineering	Principal	1.0	\$ 225.00	\$ 225.00
Design Development Drawings	Architecture	Designer II	32.0	\$ 110.00	\$ 3,520.00
	Interior Design	Designer II	6.0	\$ 105.00	\$ 630.00
	M/P Engineering	Engineer II	50.0	\$ 125.00	\$ 6,250.00
	Electrical Engineering	Engineer III	22.0	\$ 170.00	\$ 3,740.00
	Structural Engineering	Engineer III	14.0	\$ 125.00	\$ 1,750.00
Design Development Refinement	Architecture	Architect III	12.0	\$ 140.00	\$ 1,680.00
QA/QC	Architecture	Senior Project Manager III	4.0	\$ 165.00	\$ 660.00
	Electrical Engineering	Senior Engineer	2.0	\$ 170.00	\$ 340.00
	M/P Engineering	Senior Engineer	3.0	\$ 170.00	\$ 510.00
	Structural Engineering	Senior Engineer	2.0	\$ 170.00	\$ 340.00
Presentation / Review Meeting	Architecture	Architect III	2.0	\$ 140.00	\$ 280.00
	Project Management		22.0	\$ 131.14	\$ 2,885.00
Activity	Discipline	Role	Hours	Rate	Subtotal
Design Coordination	Architecture	Architect III	12.0	\$ 140.00	\$ 1,680.00
Scheduling	Architecture	Architect III	4.0	\$ 140.00	\$ 560.00
Engineering Coordination	Architecture	Architect III	3.0	\$ 140.00	\$ 420.00
Internal Project Management	Admin	Administration	3.0	\$ 75.00	\$ 225.00

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)

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.