## AMENDMENT No. 1 To Contract No. 2021-012 BETWEEN THE CITY OF LAKEWOOD AND THE STATE OF WASHINGTON THROUGH PIERCE COLLEGE

THIS AMENDMENT (Amendment No. 2), dated this 20th day of October 2021, is entered into by and between the City of Lakewood, a Municipal Corporation of the State of Washington, hereinafter referred to as "City," and Pierce College, a public community college of the State of Washington, hereinafter referred to as "College," hereinafter referred to collectively as "Parties".

**1. AMENDMENT COMPENSATION**. The Parties agree to the following financial contributions as listed in the chart below and in relation to the executed agreement with DA Hogan and to include future amendments as noted in section V of the agreement.

Fort Steilacoom Park- Artificial Turf Infields															
A+E Scope Fees Funding Contribution Breakdown Services															
Responsible Party	%	Survey	%	Geotech	%	Design	%	Electrical	%	Architectural	%	Civil	%	Structural	TOTAL
City of Lakewood	75	\$9,405.00	75	\$21,120.00	40	\$49,500.00					75	\$33,825.00			\$113,850.00
Pierce Community College	25	\$3,135.00	25	\$7,040.00	60	\$74,250.00	100	\$26,215.00	100	\$12,100.00	25	\$11,275.00	100	\$11,500.00	\$145,515.00
DA Hogan Fees Schedule B Total*		\$12,540		\$28,160		\$123,750		\$26,215		\$12,100		\$45,100		\$11,500	\$259,365.00
*amounts exceeding totals from contract DA Hogan exhibit B to be allocated at %'s responsible party shown above (at contract hourly rates) or based on responsible party scope						scope									

- 2. GENERAL PROVISIONS. All other terms and provisions of the original Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. Any and all acts done by either Party consistent with the authority of the amendment, together with any prior amendments thereto, after the previous expiration date and prior to the effective date of this Amendment, is hereby ratified as having been performed under the Agreement, as modified by any prior amendments, as it existed prior to this Amendment. The provisions of Section V of the Agreement shall apply to and govern this Amendment. The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.
- **3. EFFECTIVE DATE.** This Memorandum shall be effective on the last date entered below.

**IN WITNESS WHEREOF**, the parties hereto executed with their signatures this agreement on the date first above set forth.

CITY OF LAKEWOOD

John J. Caulfield, City Manager

PIERCE COLLEGE

Sylvia D. James, VP for Administrative Services

Dated:	October 20, 2021					
Attest:	B. Schumacher					
Briana Schumacher, City Clerk						

Approved as to Form:

\*\*Meidi Am Wachker\*\*

Heidi Ann Wachter, City Attorney