

**CONTRACT AMENDMENT NO. 1**

**PROJECT NAME:** Cathedral Drive Widening - Tower Road to Fifth Street  
Banner Proposal No. 9002-04-33  
City Project No. ST00-928

**BANNER PROJECT NO:** 2545

**SCOPE REVISIONS:** Revise Scope of Services to Extend Storm Sewer along Fifth Street South of Cathedral Drive

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**INTRODUCTION:**

Banner Associates, Inc. (ENGINEER), entered into an Agreement dated February, 2000 (Notice to Proceed issued February 24, 2000) with the City of Rapid City, South Dakota (OWNER) to perform certain engineering and surveying services related to the Cathedral Drive Reconstruction Project. Subsequently, OWNER has requested modification of the Scope of Services under the original Agreement to include services to extend the storm sewer along Fifth Street south of Cathedral Drive beyond the previously agreed termination location.

This Amendment serves to: 1) amend the Scope of Services as detailed in the Agreement to include the additional services as described herein; and 2) amend the Contract Amount to reflect fees to perform the additional service.

**SCOPE OF SERVICES REVISIONS:**

The scope of work change centers on the tie-in of the new Cathedral Drive storm sewer into the existing storm sewer along Fifth Street. At the project scoping meeting, it was agreed the new storm sewer would terminate with a tie-in into the existing storm sewer at the southwest corner of the intersection of Cathedral Drive and Fifth Street. The tie-in at this location would eliminate construction beyond the intersection removals on Fifth Street south of Cathedral Drive, and contained the storm sewer within existing street right-of-ways. The requested change at the 95% review meeting was to move the tie-in location to an existing inlet along Fifth Street approximately 100 feet south of the intersection. This requested scope revision necessitated changes in the pipe sizing/alignment/grades, inlet modifications, revisions to the traffic control, revisions to construction limits, and preparation and coordination of an additional utility easement.

**PAYMENT:**

Payment to ENGINEER for services described herein (and for additional services requested by OWNER) will be on the basis of labor and reimbursable expenses as defined in the Agreement.

Original Contract Amount ..... \$ 40,050.00  
 Estimated Fee for this Amendment ..... \$ 1,170.00  
 Revised Contract Amount ..... \$ 41,220.00

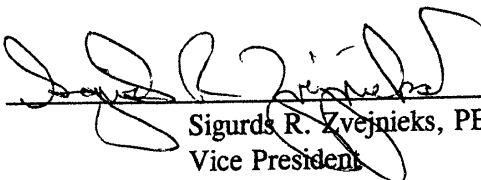

This Amendment, when executed, constitutes a modification to the Agreement and all provisions of the Agreement except as modified above or by any previous Amendment, shall apply hereto.

This Amendment will be effective on December \_\_\_\_\_, 2000.

**Approved for City of Rapid City, South Dakota (OWNER):**

By \_\_\_\_\_ Attest \_\_\_\_\_  
 Authorized Signature Authorized Signature

**Accepted for Banner Associates, Inc. (ENGINEER):**

By  Attest   
 Sigurds R. Zvejnieks, PE  
 Vice President  
 Cinda Jones  
 Notary Public  
 exp. May 19, 2006

