

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into **this 20th day of December, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Consel Inc.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish **Professional Services dated September 20, 2006 (Resolution 06-11342)** (the “Original Agreement”) **to provide Urethane Crack Injection (Leak Repair) services at the City’s Water Treatment Plant** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Contractor in **an amount not-to-exceed \$35,000.00 for additional Urethane Crack Injection Services at the City’s Water Treatment Plant (‘Project’)**.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONSEL INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

Job Location: 1000 Fleishman Blvd.

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Urethane injection of approximately five hundred lineal feet (500LF) of crack to stop water intrusion in filter tanks structure.

SCOPE OF WORK:

Installing contractor shall provide all necessary labor, supervision, technical service, materials, equipment and ancillary items required to affect the work defined in this proposal.

Urethane Injection: 500 LF

Method of repair:

1. Drill injection ports along the plane of, and to each side of the subject crack. Ports shall be drilled at approximately 45 degree angle to crack, ports shall be Mechanical type set six in. (6") to eight in. (8"). NOTE: If crack not accessible by (V-PAT) Consel will drill directly into crack.
2. Install high pressure mechanical injectors into drilled ports. Ports shall be capable of withstanding working pressures of 2000 psi.
3. Inject clean potable water onto each injector port to help remove dust, debris, or other contaminants from crack channels.
4. Pressure inject water catalyzed expansive *DenNeef HA Seal Foam* urethane into each injector position. Process shall start at nominal pressures of two hundred (200) to three hundred (300) psi at the nozzle, and shall be raised in 100 psi increments until flow is achieved. Continue the process until resin has "shown" at the injector, or has flowed through and up the crack face. The intent of the process is to achieve full depth penetration of the subject crack.
5. After material has cured, remove all injectors from drilled holes and plug with high strength grout or epoxy gel.
6. Remove and residue from adjacent surface, route crack and seal with *Prime Flex 2200 epoxy gel*.

ESTIMATED TIME FOR COMPLETION:

An estimated time to complete all work as designated by this proposal will be four (4) to six (6) weeks, working days, weather permitting. All agreements are contingent upon strikes, accidents or delays beyond our control.

PLEASE NOTE:

1. *City of Naples* will be responsible for preparing work areas by removing any obstructions.
2. Consel, Inc. *will not* be held liable for landscaping or underground utilities, i.e. plumbing, electrical, water or sewer or septic lines etc: etc;
3. Consel, Inc does not intend to inherit the integrity of said structure and therefore will not warrantee against reoccurring cracks and/or settlement due to excessive movement due to “deeper” unstable soils.
4. Consel, Inc will not be responsible for aesthetics of repair areas.
5. Owner will be responsible for any required permits or permitting fees, if applicable, or professional engineering services & fees, if applicable.
- 6 Due to inaccessibility to some areas having obstructions Consel, Inc. cannot and will not guarantee 100% water stoppage in these areas.
7. Painting is to be performed by others.

PROJECT PRICING AND TERMS:

Consel, Inc. hereby proposes to furnish a complete job in accordance with the specifications as stated:

Thirty-Five Thousand and 00/100 Dollars
\$35,000.00

Payment is due in FULL, 45 days upon the completion of project.

IN AN AMOUNT NOT-TO-EXCEED \$35,000.00