

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 23rd day of January, 2008** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Mactec Engineering and Consulting, Inc.** (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Continuing **Contract for Professional Services, dated October 1, 2003 (Resolution 03-10205)** (the “Original Agreement”) for **construction monitoring and material testing** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to **provide construction monitoring and material testing on the proposed 8th & 6th Parking Garage.**

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. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor **in the amount not-to-exceed \$57,670 to provide construction monitoring and material testing on the proposed 8th & 6th Parking Garage (‘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 Consultant 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: _____
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Mactec Engineering and Consulting, Inc.

Witness

By: _____

Name: _____

Title: _____



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January 03, 2008

Mr. Ron Wallace
Director of Construction Management
City of Naples
295 Riverside Circle
Naples, FL 34102
239-213-5001

Subject: **Proposal for Pile Load Test Monitoring, Production Pile Installation Monitoring and Construction Material Testing
CITY OF NAPLES PARKING GARAGE @ 8TH & 6TH
6th Avenue South
Naples, Collier County, Florida
MACTEC Proposal PROP07MIAM-561**

Dear Mr. Wallace:

MACTEC Engineering and Consulting, Inc., (MACTEC) is pleased to submit this proposal for providing Pile Load Test Monitoring, Production Pile Installation Monitoring and Construction Material Testing services at the subject site. This proposal includes a review of our scope of services and schedule. This proposal was requested by you in telephone conversation with Mr. Edward A Tufo of our office.

Project Information

We have received a Site Development Plan dated September, 2007 prepared by Andrea Clark Brown + David Poorman Architects PA. We understand that the project will consist of constructing a four-story parking garage. We have not received specific structural information at this time, but we estimate the structures will be supported on a pile foundation system designed for 150 tons of compression capacity and 75 tons of tension capacity.

MACTEC Engineering and Consulting, Inc.
3627 Progress Avenue • Naples, FL 34104 • Phone: 239.643.4747 • Fax: 239.643.4750

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Proposed Scope of Work

We propose to provide sufficient staff to perform the services requested of MACTEC on an on-call and full-time basis as needed. Based on our understanding of the project requirements and experience with similar projects in this area, we estimate the following testing, inspection and reporting services will be needed on this project:

Task I

Pile Load Test Monitoring

- Review the contractor's load test submittals.
- Coordinate with the structural engineer regarding grout strength and reinforcement.
- Monitor the installation of two 16-inch-diameter test piles and required reaction piles.
- Sample, test and report test results for grout used to construct the test piles.
- Set up a deflection monitoring system and monitor two static load tests (one compression and one tension).
- Monitor deflections with dial gauges accurate to 0.001 inch, and monitor strain measurements from the embedded vibrating wire strain gages.

Prepare a load test report including load test procedures, load test results and installation recommendations.

Task II

Auger-Cast Pile Installation Monitoring

- Monitor and record the installation of each production pile. There will be about 109 piles for this project. We understand the pile installation contractor estimates the production piles will be completed in 10 days using one drill rig. (Working five days per week with 10 hour workdays.)
- Sample, test and report test results for grout used to construct production piles.
- Prepare and distribute a report of all production piles. The report of auger-cast pile installation monitoring will include a record of pertinent data for each pile installed.
- Monitor and document that the reinforcing steel utilized for the ACIP piles on the project is in compliance with structural engineer's specifications and/or recommendations.

Task III

Construction Materials Testing

Soil Testing

- Conduct laboratory Proctor moisture-density relationship (compaction) tests on representative samples of in-place and proposed fill soils.
- Conduct laboratory Limerock Bearing Ratio (LBR) tests on representative samples of proposed pavement base and sub-base material.
- Conduct field density tests for compacted soils onsite.

Concrete

- Cast 3 x 6 inch or 4 x 8 inch concrete cylinder specimens for compressive strength testing.
- Cure and test concrete cylinders; report compressive strengths.

Compensation and Schedule

MACTEC will provide the aforementioned scope of services on a time and material basis with a not-to-exceed amount of **\$14,820** for **Task I**, **\$18,210** for **Task II** and **\$24,640** for **Task III** without your prior authorization. The services provided will be invoiced in accordance with the MACTEC's existing City of Naples CEI Contract for Professional Services.

Authorization

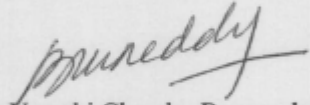
We are providing three copies of our Proposal for the proposed services. This work will be done by MACTEC's existing City of Naples CEI Contract for Professional Services. To authorize us to proceed with the project, please issue us a P.O. number.

Closing

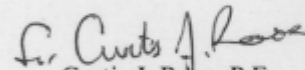
We are looking forward to working with you on this project. If you have any questions or comments regarding this proposal, please contact our office.

Sincerely,

MACTEC ENGINEERING AND CONSULTING, INC.

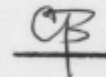


Vamshi Chander Beeravolu
Staff Engineer II



Curtis J. Roos, P.E.
Chief Engineer

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with permission