

**FIRST AMENDMENT
TO AGREEMENT FOR
TRAFFIC SIGNALS AND STREET LIGHT INSTALLATIONS AND REPAIRS**

THIS FIRST AMENDMENT (the "First Amendment") to the Agreement for Traffic Signal and Street Lighting repair dated February 20, 2002, is made and entered into this 5th day of February 2003, by and between the **CITY OF NAPLES**, a Florida municipal corporation (the "City"), and **E.B. SIMMONDS ELECTRICAL, INC.** (the "Contractor").

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain Agreement for traffic signal and street lighting repair work dated February 20, 2002 (the "Original Agreement") for services associated with emergency repair of traffic signals and street lights for the fiscal year 2002-3003; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional traffic signal and street lighting 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 agreement amount is amended to increase the basic annual services amount for related work in accordance and consistent with provisions set forth in the Agreement between the City of Naples for a total contract amount of **\$110,000.00**.
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: _____
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert Pritt, City Attorney

CONTRACTOR:

E.B.Simmonds Electrical, Inc.

By: _____
E. B. Simmonds, President