

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to Agreement is made and entered into this 2<sup>nd</sup> day of June, 2004 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bentley Electric Company**. (the “Contractor”).

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to construct new street lighting on US 41 from 10<sup>th</sup> Street South to 7<sup>th</sup> Avenue North (the “Original Agreement”) for services associated with the Gateway Project Extension (‘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. “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 **\$224,922.00 for additional street lighting, irrigation, conduit, and brick pavers not funded in the original proposal for the ‘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

**BENTLEY ELECTRIC COMPANY**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BENTLEY** *Electric* **CO.**  
of Naples, Florida, Inc.

ELECTRICAL CONTRACTORS  
Phone: (239) 643-5339 Fax: (239) 643-3685  
P.O. BOX 10572 • NAPLES, FLORIDA 34101

INDUSTRIAL  
COMMERCIAL

City of Naples  
280 Riverside Circle  
Naples, Florida 34102  
Attn: Mr. Ron Wallace

May 6, 2004

Re: US 41: 7th Av. N to 10th Street  
Street Lighting/Brick Pavers

We have completed approximately one third of the subject installation to date and we have been able to keep this cost at the original quote given to the City on April 2, 2002. Due to exorbitant price increases in concrete, petroleum, copper, and PVC in the past months; we will be unable to keep the same pricing that was given to you two years ago. Listed below is a breakdown of increased cost of materials and additional work for the remaining project:

a) Increased cost in PVC conduit	1,460.00
b) Increased cost in wire	2,599.00
c) Increased cost in concrete bases	2,020.00
d) Increase wire size to a minimum of #4 for street lighting circuits	2,991.00
e) Irrigation conduits which includes directional bore and installing conduits in the islands with pull boxes	102,800.00
f) Installing scheduled 80 conduit with Quazite boxes on both sides of all of the side streets per state's requirement Directional bore for east and south sides	26,581.00
g) Install additional ground rods and cadwell as required	5,514.00
h) Install brick pavers in lieu of concrete sidewalk	80,957.00
Change order A thru H	<u>\$224,922.00</u>
Original Contract	<u>531,939.00</u>
Revised Contract Amount	\$756,861.00

If you have any questions, feel free to contact me.

Sincerely,  
  
Charles A. Bentley, Jr.