

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this 16th day of March, 2005 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bentley Electric Company, Inc.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement **to provide electrical services** (the “Original Agreement”) (“Project”); and

WHEREAS, the parties desire to amend the Original Agreement by this Second 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 \$73,500.00 for roadway lighting improvements on 13th Street North and 14th Street North** (“Project”).
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second 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 Second 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, Inc.

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

February 25, 2005

City of Naples
280 Riverside Circle
Naples, FL 34102
Attn: Dave Rivera

Re: 13th and 14th Street Lighting Project

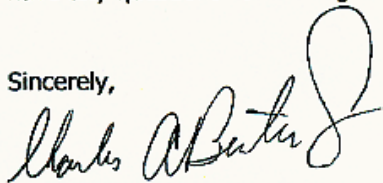
We propose to furnish labor and material to install street lighting for the subject installation under our annual contract as follows:

- a) Run 2" PVC conduit from the existing electrical street lighting service located on the corner of 5th Avenue and 14th Street to thirty-one poles and fixtures.
- b) Install concrete bases, ground rods, fuses and wire complete to each pole. Poles, fixtures and lamps are to be furnished by others.

This work will be done for the sum of \$ 73,500.00.

Thank you, for the opportunity to submit this proposal. If you should have any questions concerning this matter, feel free to contact me.

Sincerely,



Charles A. Bentley, President
Bentley Electric Company of Naples FL, Inc.