

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this 14th day of June, 2006 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bentley Electric Company, 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 light construction, installation, repair and maintenance (Resolution 04-10595)** (the “Original Agreement”) for services associated with the City of Naples (‘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 of \$31,725.00 for the replacement of street lighting in the Third Street Shopping District, based on their annual contract and unit pricing. (‘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, 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

May 19, 2006

City of Naples
Attn: Dave Rivera
295 Riverside Circle
Naples, Florida 34102

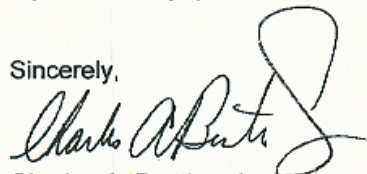
Re: City of Naples 3rd Street South

We propose to furnish labor and material to change out the existing Antique Street poles/fixtures (damaged from hurricane Wilma) to a new Lumec type.

This work will be done for the sum of \$225.00 each. This work includes removing the existing pole and taking it to the city's storage yard. Bentley Electric is to wire complete the new Lumec pole and fixture with the required fuses, wiring, arrestor, etc.

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

Sincerely,



Charles A. Bentley, Jr.

\$225.00 X 141 = in an amount of \$31,725.00