

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this 13th day of June, 2007 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 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 of \$159,544.50 for the median lighting project on U.S. 41, between 7th Avenue North and 17th Avenue North, based on their annual contract and unit pricing.** (‘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: _____

CITY OF NAPLES
 MEDIAN LIGHTING PROJECT
 US 41 BETWEEN 7TH AVE. N TO 17TH AVE. N
 PHASE 1

BENTLEY
 ELECTRIC
 COMPANY
 15-May-07

ITEM NO.	DESCRIPTION OF WORK	QTY		UNIT PRICES	TOTALS
635-1-21	PULL BOX	26	EA	280.00	7,280.00
620-1-2	GROUNDING ELECTRODE	360	LF	4.00	1,440.00
630-1-22	2" PVC UNDERGROUND	2122	LF	4.00	8,488.00
630-1-23	2" PVC UNDER PAVEMENT	3990	LF	13.00	51,870.00
715-2-415	4" PVC UNDER HIGHWAY	1330	LF	26.00	34,580.00
715-1-213	6" THHN WIRE	3650	LF	0.55	2,007.50
715-1-214	# 4 THHN WIRE	7300	LF	0.75	5,475.00
715-11-213	LUMINAIRE (POLE TOP)	18	EA	675.00	12,150.00
715-18-11	LIGHTNING ARRESTER	18	EA	45.00	810.00
715-18-12	CIRCUIT FUSE	36	EA	12.00	432.00
715-25-1	FUSE HOLDER	36	EA	12.00	432.00
715-2-415	4" DIRECTIONAL BORE	1330	LF	26.00	34,580.00
	TOTAL				\$159,544.50