

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the “Third 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”).

WITNESSETH

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 Third 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 **total amount of \$135,820.00 for the median lighting project on 10th Street from Central Avenue to Sixth Avenue North, based on their annual contract and unit pricing.** (‘Project’).
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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
 10TH ST. FROM
 CENTRAL TO 6TH AVE N
 PHASE 1

BENTLEY
 ELECTRIC
 COMPANY

15-May-07

ITEM NO.	DESCRIPTION OF WORK	QTY		UNIT PRICES	TOTALS
635-1-21	PULL BOX GROUNDING	61	EA	280.00	17,080.00
620-1-2	ELECTRODE 2" PVC	1100	LF	4.00	4,400.00
630-1-22	UNDERGROUND 2" PVC UNDER	3740	LF	4.00	14,960.00
630-1-23	PAVEMENT	1890	LF	13.00	24,570.00
715-1-213	6" THHN WIRE	6000	LF	0.55	3,300.00
715-1-214	# 4 THHN WIRE	12000	LF	0.75	9,000.00
715-11- 213	LUMINAIRE (POLE TOP) LIGHTNING	55	EA	675.00	37,125.00
715-18-11	ARRESTER	55	EA	45.00	2,475.00
715-18-12	CIRCUIT FUSE	110	EA	12.00	1,320.00
715-25-1	FUSE HOLDER	110	EA	12.00	1,320.00
	AB-5 BASES	55	EA	318.00	17,490.00
715-18-4	BREAKER, PANEL AND ENCLOSURE	4	EA	695.00	2,780.00
	TOTAL				135,820.00