

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 TWENTY-SECOND AMENDMENT TO LIGHTING CONTRACT NO. 24289

2 **24289**

3 THIS TWENTY-SECOND AMENDMENT is made and entered, in duplicate,
4 as of July 1, 2009 for reference purposes only, pursuant to a minute order adopted by the
5 City Council of the City of Long Beach at its meeting held on November 21, 1995, by and
6 between WS LIGHT & POWER, INC., a California corporation ("WS"), assignee of CITY
7 LIGHT & POWER, INC., a California corporation ("CLP"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the parties entered Lighting Contract No. 24289 whereby CLP
10 agreed to convert the City's Street Light System; and

11 WHEREAS, the parties desire to clarify situations in which the repair,
12 replacement or relocation of any component of the lighting system, and associated
13 property and equipment, is necessary in order to correct any damage to such system or
14 incidentally required in connection with City construction work;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions
16 contained in Lighting Contract No. 24289 and herein, the parties agree as follows:

17 1. Section 1.8 of Lighting Contract No. 24289 is hereby amended by
18 adding Subsection (c) to read as follows:

19 "(c) Repair Work. CLP shall perform work requested by the City
20 Engineer or his/her designee, from time to time, in order to either correct any damage to
21 property or equipment caused by work performed by the City or its contractors, or to
22 facilitate work required in connection with City construction jobs. Such work shall consist
23 of the repair, replacement or relocation of cables, lights and poles, and associated
24 lighting equipment. CLP shall perform such work without the need for an amendment to
25 the Contract, so long as the compensation payable to CLP for such work does not
26 exceed the amount of funds appropriated by the Department of Public Works for such
27 purpose during the applicable fiscal year, as set forth in Exhibit "E", attached hereto and
28 incorporated by this reference. The City shall compensate CLP on a time and materials

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1 basis or on the basis of negotiated lump sum.”

2 2. Except as expressly amended herein, all of the terms and conditions
3 contained in Lighting Contract No. 24289, as previously amended, are ratified and
4 confirmed and shall remain in full force and effect.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

7 WS LIGHT & POWER, INC., a California
8 corporation

9 _____ July 6 _____, 2009

By  _____
President

Thomas P. Simmons

Type or Print Name

11 _____ July 6 _____, 2009

By  _____
Secretary

William J. Simmons

Type or Print Name

14 “WS”

16 CITY OF LONG BEACH, a municipal
17 corporation

17 _____ July 16 _____, 2009

By  _____
Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

19 “City”

20 This Twenty-Second Amendment to Lighting Contract No. 24289 is
21 approved as to form on _____ July 7 _____, 2009.

23 ROBERT E. SHANNON, City Attorney

24 By  _____
Deputy

Exhibit "E"

PAYMENT SCHEDULE

<u>Year</u>	<u>Amount</u>
Ending September 30, 2009	\$108,025
Beginning October 1, 2009 and Ending September 30, 2010	\$200,000

For each twelve (12) month period thereafter, commencing October 1, 2010, an amount not to exceed \$200,000 shall be available to compensate WS for the work described in this Twenty-Second Amendment to Lighting Contract No. 24289.