John R. Calhoun City Attorney of Long Beach 333 West Ocean Boulevard ong Beach, California 90802-4664 (562) 570-2200

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THIRD AMENDMENT TO LIGHTING CONTRACT NO. 24289

THIS THIRD AMENDMENT is made and entered, in duplicate, as of March 15, 1997 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 21, 1995 by and between CITY LIGHT & POWER, INC., a Colorado corporation ("CLP"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, said Contract included a provision whereby the City could choose to place electrical service underground and CLP would do so; and

WHEREAS, said Contract also included (by reference to Assessment Contract No. 24288) a provision whereby the City could choose to include Other Lights in the conversion; and

WHEREAS, City desires to place a portion of electrical service underground and to convert lighting at twenty-three tennis courts in City parks;

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

1. In accordance with Section 1.8(a) of Contract No. 24289 which allows the City to authorize CLP to place electrical service underground, Section 15 is hereby added to Lighting Contract No. 24289 to read as follows:

"15. CARSON STREET UNDERGROUND.

"15.1 <u>Underground Work</u>. CLP shall convert the overhead

electrical service for street lights to underground electrical service for that portion of Carson Street between Lakewood Boulevard and Bellflower Avenue (the "underground work") in accordance with the standards and the terms and conditions in this Contract.

"CLP will do the underground work in cooperation with Southern California Edison Company.

- "15.2. <u>Compensation</u>. For the services relating to the underground work, City shall pay CLP a lump sum of Twenty-five Thousand Four Hundred and Four Dollars (\$25,404.00) following completion of the underground work by CLP. City shall pay CLP in due course of payments following submission by CLP of an invoice identifying the underground work."
- 2. In accordance with Section 1.0(b) of Contract No. 24289 and, by reference, Assessment Contract No. 24288, which allows the City to include park lighting in Other Lights, Section 16 is hereby added to Lighting Contract No. 24289 to read as follows:

"16. PARK LIGHTING-TENNIS COURTS.

"16.1 <u>El Dorado Park Tennis Courts</u>. CLP shall remove the existing lighting at fifteen (15) tennis courts in El Dorado and shall install forty-eight (48) Musco Sports Cluster crossarm structures, together with one hundred twenty (120) 1000 watt metal halide lamps, on the existing thirty-foot poles.

"Musco guarantees these structures for one year.

"16.2 Recreation Park-Billie Jean King Tennis Center.

CLP shall remove the existing lighting at eight (8) tennis courts in Recreation Park at the Billie Jean King Tennis Center and shall install twelve (12) Musco Light Structure Systems, together with forty-eight (48) 1000 watt metal halide lamps.

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"Musco quarantees these systems for one year.

"16.3 <u>Compensation</u>. For the services relating to the tennis court lighting in the parks, City shall pay CLP a lump sum of Two Hundred Nineteen Thousand Nine Hundred Twenty Dollars (\$219,920.00) following completion of the work by CLP. City shall pay CLP in due course of payments following submission by CLP of an invoice identifying the work."

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

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

CITY LIGHT & POWER, a Colorado corporation

March 14, 1997

By Smy President

March 14, 1997

By City of Long Beach, a municipal corporation

Much 31, 1997

By ASSISTANT City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

	1	This Third Amendment to Lighting Contract No. 24289 is
	2	approved as to form this <u>20th</u> day of <u>March</u> , 1997.
	3	JOHN R. CALHOUN, City Attorney
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State of CALLEGERA	
State of CACIFORNIA County of Los ANGECES	
County of LOS ANGELES	
On <i>March 14, 1997</i> before	me, L. Salana, Name and Title of Officer (e.g., "Jane Doe, Notary Public") "Sier and William F. Simmons, Name(s) of Signer(s)
Date Tames R. Mc	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	Name(s) of Signer(s)
personally known to me – OR – proved to	o mo on the basis of satisfactory evidence to be the person(s)
	whose name(s) is subscribed to the within instrument and acknowledged to me that he/ehe/they executed the
	same in his/her/their authorized capacity(ies), and that by
	hie/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
L SALDANA COMM. # 990186 Notary Public — California	executed the instrument.
LOS ANGELES COUNTY My Comm. Expires APR 1, 1997	WITNESS my hand and official seal.
	Signature of Notary Public
	Signature of Notary Public
	may prove valuable to persons relying on the document and could prevent
Description of Attached Document	
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