

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

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

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

7 "15.2. Compensation. For the services relating to the
8 underground work, City shall pay CLP a lump sum of Twenty-five
9 Thousand Four Hundred and Four Dollars (\$25,404.00) following
10 completion of the underground work by CLP. City shall pay CLP in
11 due course of payments following submission by CLP of an invoice
12 identifying the underground work."

13 2. In accordance with Section 1.0(b) of Contract No.
14 24289 and, by reference, Assessment Contract No. 24288, which allows
15 the City to include park lighting in Other Lights, Section 16 is
16 hereby added to Lighting Contract No. 24289 to read as follows:

17 "16. **PARK LIGHTING-TENNIS COURTS.**

18 "16.1 El Dorado Park Tennis Courts. CLP shall remove the
19 existing lighting at fifteen (15) tennis courts in El Dorado and
20 shall install forty-eight (48) Musco Sports Cluster crossarm
21 structures, together with one hundred twenty (120) 1000 watt metal
22 halide lamps, on the existing thirty-foot poles.

23 "Musco guarantees these structures for one year.

24 "16.2 Recreation Park-Billie Jean King Tennis Center.

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

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1 "Musco guarantees these systems for one year.

2 "16.3 Compensation. For the services relating to the
3 tennis court lighting in the parks, City shall pay CLP a lump sum
4 of Two Hundred Nineteen Thousand Nine Hundred Twenty Dollars
5 (\$219,920.00) following completion of the work by CLP. City shall
6 pay CLP in due course of payments following submission by CLP of an
7 invoice identifying the work."

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

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

16 CITY LIGHT & POWER, a Colorado
17 corporation

18 March 14, 1997 By W. M. F. Semmon
19 President

20 March 14, 1997 By James Mosier
21 Vice President

22 "CLP"

23 CITY OF LONG BEACH, a municipal
24 corporation

25 March 31, 1997 By [Signature]
26 ASSISTANT City Manager

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

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This Third Amendment to Lighting Contract No. 24289 is approved as to form this 20th day of March, 1997.

JOHN R. CALHOUN, City Attorney

By *D. J. Guin* Deputy

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DFG:rmb
3-12-97
3DCITYLT.AMD

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

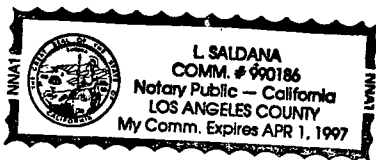
State of CALIFORNIA

County of LOS ANGELES

On MARCH 14, 1997 before me, L. SALDANA
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JAMES R. Mosier and William F. Simmons
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

L. Saldana
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 3rd Amendment to LIGHTING CONTRACT

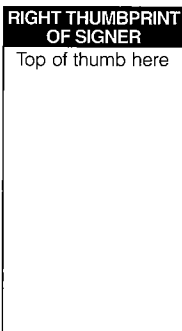
Document Date: 03-15-97 Number of Pages: 4-

Signer(s) Other Than Named Above: JOHN CALHOUN, JAMES HANKLA

Capacity(ies) Claimed by Signer(s)

Signer's Name: JAMES R. Mosier

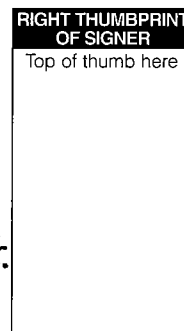
- Individual
- Corporate Officer
Title(s): VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
City Light & Power, Inc.

Signer's Name: William F. Simmons

- Individual
- Corporate Officer
Title(s): PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
City Light & Power, Inc.