

1 on July 1, 1998 and continuing annually for the remaining term of the Lighting Contract.
2 This change in the Basic Fee is shown on Exhibit 'D-2' which will be prepared and attached
3 after execution of this Amendment.

4 "21.3 Conditions. Any and all terms and conditions relating to the Street Light
5 System contained in Lighting Contract No. 24289, including all exhibits, shall apply to the
6 beach and marina lighting."

7 2. Section 22 is hereby added to Lighting Contract No 24289 to read as
8 follows:

9 "22. **LIGHTS ON DONALD DOUGLAS DRIVE.**

10 "22.1. Lights on Donald Douglas Drive. WS shall convert fifty-nine (59) lights
11 on Donald Douglas Drive, as shown on Exhibit 'H' attached hereto and incorporated herein
12 by this reference, in the same manner and as described in the Street Light System in this
13 Contract. The work done pursuant to this Section shall be known as the 'Donald Douglas
14 Drive lights'.

15 "22.2 Compensation. For the services relating to the Donald Douglas Drive
16 lights, the City shall pay to WS a lump sum of Thirty-three Thousand Three Hundred Thirty-
17 six Dollars ((\$33,336.00) following completion of work on the Donald Douglas Drive lights.
18 The City shall pay WS in due course of payments following submission by WS of an
19 invoice identifying the work on the Donald Douglas Drive lights.

20 "22.3 Conditions. Any and all terms and conditions relating to the Street Light
21 System contained in Lighting Contract No. 24289, including all exhibits, shall apply to the
22 Donald Douglas Drive lights."

23 3. Section 23 is hereby added to Lighting Contract No. 24289 to read as
24 follows:

25 "23. **PARK LIGHTING-STEARN'S PARK.**

26 "23.1 Park Lighting-Stearns Park. WS shall install four (4) 'SportStar'™
27 systems manufactured by G.E. Lighting Systems, Inc., at the soccer fields in Stearns Park,
28 including thirty-two (32) 1500-watt metal halide lamps on the new poles. The work done

1 pursuant to this Section shall be known as 'Stearns Park Soccer Lighting'.

2 "The City shall receive the manufacturer's guarantee for these structures.

3 "23.2 Compensation. For the services relating to these lights, City shall pay
4 to WS a lump sum of Eighty Thousand Dollars (\$80,000.00), following completion of the
5 work by WS. City shall pay WS in due course of payments following submission by WS
6 of an invoice identifying the work.

7 "23.3 Conditions. To the extent applicable, any and all terms and conditions
8 relating to the Street Light System contained in Lighting Contract No. 24289, including all
9 exhibits, shall apply to the Stearns Park Soccer Lighting."

10 4. Section 24 is hereby added to Lighting Contract No. 24289 to read as
11 follows:

12 "24. **PENINSULA WALK UNDERGROUND.**

13 "24.1 Underground Work. WS shall replace the underground electrical
14 service for street lights on Peninsula Walk, as part of the beach and marina lighting, in
15 accordance with the standards and the terms and conditions in this Contract. The work
16 done pursuant to this Section shall be the replacement of deteriorated sections of concrete
17 sidewalk along the peninsula and shall be known as the 'Peninsula Walk underground
18 work'.

19 "WS shall do the underground work in cooperation with Southern California
20 Edison, or other appropriate electrical utility.

21 "24.2 Compensation. For the services relating to the Peninsula Walk
22 underground work, City shall pay to WS a lump sum of Ten Thousand Four Hundred Forty-
23 four Dollars (\$10,444.00), following completion of the Peninsula Walk underground work
24 by WS. City shall pay WS in due course of payments following submission by WS of an
25 invoice identifying the Peninsula Walk underground work."

26 5. Section 25 is hereby added to Lighting Contract No. 24289 to read as
27 follows:

28 ///

1 **"25. LIGHTING IN AIRPORT PARKING STRUCTURE.**

2 "25.1. Lighting in Airport Parking Structure. WS shall convert the lighting in
3 the Airport Parking Structure more particularly identified on Exhibit 'I' attached hereto and
4 incorporated herein by this reference, to high pressure sodium vapor, in the same manner
5 and as described for the Street Light System in this Contract. The work done pursuant to
6 this Section shall be known as the 'Airport Parking Structure lighting'.

7 "25.2. Compensation. For the services relating to the Airport Parking
8 Structure lighting, the City shall pay to WS a lump sum of Sixty-five Thousand Six Hundred
9 Twenty Dollars (\$65,620.00) following completion of the Airport Parking Structure lighting
10 by WS. City shall pay WS in due course of payments following submission by WS of an
11 invoice identifying the Airport Parking Structure lighting.

12 "25.3. Conditions. To the extent applicable, any and all terms and conditions
13 relating to the Street Light System contained in Lighting contract No. 24289, including all
14 exhibits, shall apply to the Airport Parking Structure lighting."

15 6. Section 26 is hereby added to Lighting Contract No. 24289 to read as
16 follows:

17 **"26. SENIOR CENTER PARKING LOT LIGHTS.**

18 "26.1. Senior Center Parking Lot Lights. WS shall convert to high pressure
19 sodium vapor four (4) lights at the Senior Center Parking Lot, considered to be part of the
20 City's park lighting, in the same manner and as described in the Street Light System in the
21 Contract. The work done pursuant to this Section shall be known as 'Senior Center
22 Parking Lot Lights'.

23 "26.2. Compensation. For the services relating to the Senior Center Parking
24 Lot Lights, the City shall pay to WS a lump sum of Three Thousand Eight Hundred Fifty-
25 five Dollars (\$3,855.00) following completion of the work on the Senior Center Parking Lot
26 Lights. The City shall pay WS in due course of payments following submission by WS of
27 an invoice identifying the work on the Senior Center Parking Lot Lights.

28 "26.3. Conditions. Any and all terms and conditions relating to the Street

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

1 Light System contained in Lighting Contract No. 24289, including all exhibits, shall apply
2 to the Senior Center Parking Lot Lights.”

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

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

8 WS LIGHT & POWER, ^{INC.} a California corporation

9
10 May 26, 1998

11 By [Signature]
12 President

13 May 26, 1998

14 By [Signature]
15 Secretary

16 “WS”

17 CITY OF LONG BEACH, a municipal corporation

18 6/2, 1998

19 By [Signature]
20 ASSISTANT City Manager

21 “City” EXECUTED PURSUANT
22 TO SECTION 301 OF
23 THE CITY CHARTER.

24 This Sixth Amendment to Lighting Contract No. 24289 is approved as to form
25 on 5/28, 1998.

26 JOHN R. CALHOUN, City Attorney

27 By [Signature]
28 Deputy

29 DFG:rmb
30 5-22-98
31 POWER&LIGHTWP6TH.AMD

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

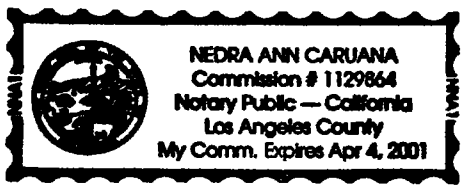
State of California

County of Los Angeles

On May 26, 1998 before me, Nedra Ann Caruana, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William Simmons, James Mosier
Name(s) of Signer(s)

- personally known to me
- 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.

Nedra Ann Caruana
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: _____

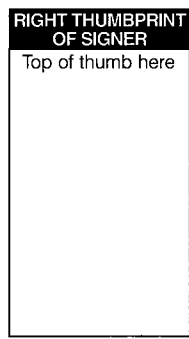
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

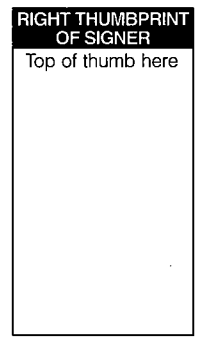
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

| DESCRIPTION | NO. OF LIGHTS | COST OF CONVERSION |
|------------------------------------|---------------|--------------------|
| MARINAS | | |
| DOWNTOWN MARINA | | |
| DOWNTOWN MARINA | 75 | |
| CONVERT RAINBOW LAGOON | 52 | |
| ALAMITOS AVE. (STAIRS/PARK/MARINA) | 14 | |
| TOTAL | 141 | \$75,624 |
| BEACH ACCESS | | |
| 2ND PLACE STAIRWELL | 3 | |
| 3rd PLACE STAIRWELL | 3 | |
| 5th PLACE STAIRWELL | 3 | |
| 8th PLACE STAIRWELL | 3 | |
| 9th PLACE STAIRWELL | 4 | |
| 10th PLACE STAIRWELL | 4 | |
| 11th PLACE STAIRWELL | 4 | |
| 14th PLACE STAIRWELL | 4 | |
| 20TH PLACE STAIRWELL | 3 | |
| ORIZABA STAIRWELL | 4 | |
| CORONADO STAIRWELL | 3 | |
| 36TH PLACE STAIRWELL | 4 | |
| MOLINO AVE STAIRWELL | 3 | |
| TOTAL | 45 | \$20,284 |
| JUNIPERO PARKING | | |
| JUNIPERO AVE BEACH PARKING LOT | 22 | |
| TOTAL | 22 | \$7,341 |
| BELMONT PLAZA POOL | | |
| OLYMPIC POOL | 41 | |
| OLYMPIC POOL - PARKING | 12 | |
| TOTAL | 53 | \$25,058 |
| OCEAN | | |
| 54TH PLACE RESTROOM | 1 | |
| GRANADA BEACH PARKING | 38 | |
| BEACH MAINTENANCE YARD | 5 | |
| BAYSHORE PLAYGROUND | 6 | |
| BAYSHORE PLAYGROUND PARKING LOT | 6 | |
| 72ND PLACE PARKING LOT | 11 | |
| TOTAL | 67 | \$39,245 |

CITY LIGHT & POWER, INC.

OTHER PARK COSTS - MARINAS

1

EXHIBIT "G"
Page 1 of 2

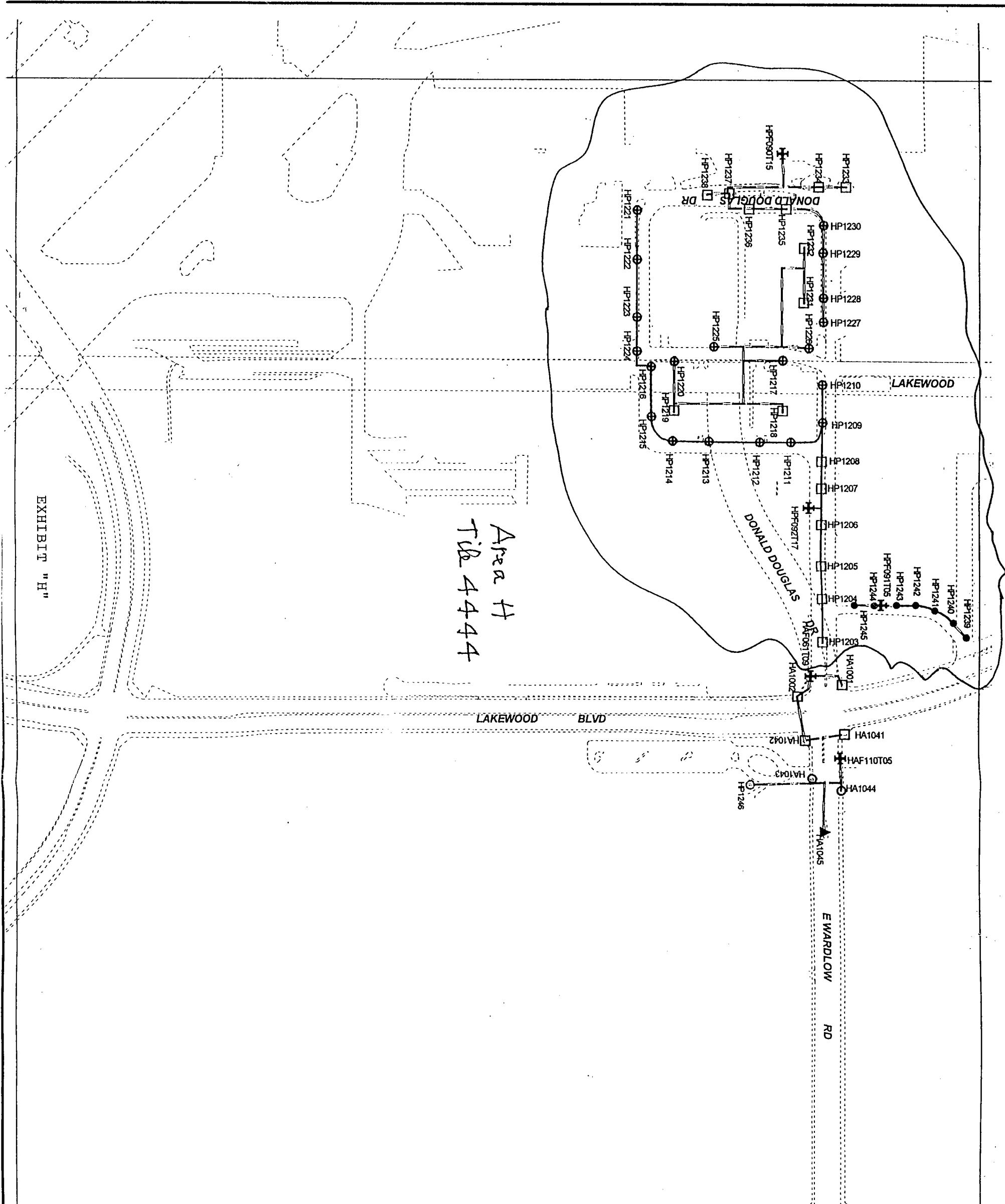
| DESCRIPTION | NO. OF LIGHTS | COST OF CONVERSION |
|--------------------------------|---------------|--------------------|
| MARINE STADIUM | | |
| MARINE STADIUM | 51 | |
| TOTAL | 51 | \$56,809 |
| PENINSULA WALK | | |
| PENINSULA WALK | 15 | |
| TOTAL | 15 | \$50,663 |
| ALAMITOS BAY MARINA | | |
| ALAMITOS BAY MARINA | 230 | |
| DAVIES LAUNCH RAMP PARKING LOT | 22 | |
| MARINE PARK (MOTHERS BEACH) | 16 | |
| MARINE MAINTENANCE YARD | 7 | |
| TOTAL | 275 | \$170,110 |
| MISCELLANEOUS AREAS | | |
| CATALINA LANDING | 36 | \$22,152 |
| SEAPORT VILLAGE | 17 | \$11,945 |
| ABYC | 6 | \$2,518 |
| BEACH RESTROOM B2 (NEW LIGHTS) | 4 | \$12,890 |
| BEACH RESTROOM B3 (NEW LIGHTS) | 4 | \$12,890 |
| BEACH RESTROOM B4 (NEW LIGHTS) | 4 | \$13,752 |
| BEACH RESTROOM B5 (NEW LIGHTS) | 4 | \$12,890 |
| TOTAL | 75 | \$89,037 |
| GRAND TOTAL | 744 | \$534,171 |

OTHER PARK COSTS - MARINAS

CITY LIGHT & POWER, INC.

2

EXHIBIT "G"
Page 2 of 2



- LEGEND**
- 55 W Lights
 - 100 W Lights
 - 110 W Lights
 - 135 W Lights
 - 180 W Lights
 - 209 W Lights
 - 270 W Lights
 - 310 W Lights
 - 400 W Lights
 - 500 W Lights
 - 800 W Lights
 - 1000 W Lights
 - 1500 W Lights
 - ◆ Series
 - ◆ Multiple
 - ◆ Feedpoints



1 INCH = 300 FEET
 DATE: 3/05/98
 REVISIONS
 NO. DATE

| | | | |
|------|------|------|------|
| 4044 | 4447 | 4444 | 4844 |
| 4441 | | | |

SHEET
OF

CITY OF LONG BEACH
 DEPARTMENT OF PUBLIC WORKS
 OFFICE OF THE CITY ENGINEER
 333 W. OCEAN BLVD. LONG BEACH, CA 90802

City Light & Power Inc.
 Utility Developers
 One World Trade Center, Suite 2400
 Long Beach, CA 90831 (562) 983-2000

SCOPE OF WORK

AIRPORT PARKING STRUCTURE LIGHTING

WS shall convert luminaires located at the entrance, exit and on the roof to 150-watt high pressure sodium vapor lights.

In addition, WS shall retrofit the other existing 55-watt low pressure sodium lights to 70-watt high pressure sodium vapor luminaires known as the General Electric Garage-Gard®.

All work shall be done in accordance with the terms and conditions of Lighting Contract No. 24289, as amended.

EXHIBIT "I"