

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1                    THIRTY-EIGHTH AMENDMENT TO LIGHTING CONTRACT NO. 24289

2    **24289**

3                    THIS THIRTY-EIGHTH AMENDMENT is made and entered, in duplicate,  
4 as of March 7, 2016 for reference purposes only, pursuant to a minute order adopted by  
5 the City Council of the City of Long Beach at its meeting held on November 21, 1995, by  
6 and between WS LIGHT & POWER, INC., a California corporation ("WS"), assignee of  
7 CITY 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, said Contract included a provision whereby the City could  
12 choose to install, relocate or remove lighting and WS would do so; and

13                    WHEREAS, the City desires WS to perform such additional work as  
14 provided in the Contract;

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 66 of Lighting Contract No. 24289 is hereby added to read  
18 as follows:

19                    "66.    RAINBOW HARBOR REPAIRS.

20                    66.1    Scope of Work.    WS shall furnish labor, material and equipment to  
21 troubleshoot and repair several areas in Rainbow Harbor, more particularly described in  
22 the proposal attached hereto as Exhibit "NN", attached hereto and incorporated herein.

23                    66.2    Compensation.    For the services and work relating to the Rainbow  
24 Harbor repairs, City shall pay WS upon completion of the services, an amount not to  
25 exceed Twenty-Two Thousand Five Hundred Twenty-Five Dollars (\$22,525).

26                    66.3    Conditions.    To the extent applicable, any and all terms and  
27 conditions relating to the Street Lighting System in Lighting Contract No. 24289, including  
28 all exhibits, shall apply to the Rainbow Harbor repairs."

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. Except as expressly amended herein, all of the terms and conditions contained in Lighting Contract No. 24289, as previously amended, 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 formalities required by law as of the date first stated above.

WS LIGHT & POWER, INC., a California corporation

April 5, 2016

By [Signature]  
Name William J. Simmons  
Title President

April 7, 2016

By [Signature]  
Name Tom Simmons  
Title V. President

"WS"

CITY OF LONG BEACH, a municipal corporation  
Assistant City Manager

April 25, 2016

By [Signature]  
City Manager

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

This Thirty-Eighth Amendment to Lighting Contract No. 24289 is approved as to form on April 14, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT "NN"



City Light & Power, Inc.  
6312 S Fiddlers Green Cir  
Suite 200E  
Greenwood Village, CO 80111  
Tel 720 305 0400

March 1, 2016

Kelly Armstrong  
Supervisor Queensway Bay Maintenance  
Parks, Recreation & Marine Department  
6204 E. 2nd Street  
Long Beach, CA. 90803

**RE: Rainbow Harbor Repairs**

Dear Mr. Armstrong,

City Light & Power, Inc. (CLP) is pleased to submit a proposal to troubleshoot and repair several areas in Rainbow Harbor. A detailed description is listed below with a not to exceed price.

**Project #1 Location – Between Dock #2 and Restrooms**

- CLP will troubleshoot the existing circuits to determine the cause of the burn up that occurred in a pull box. CLP will then pull in new conductors, make the necessary connections and test the circuits to ensure they are working properly.
- Pricing for this project is *Two Thousand Four Hundred Twenty-Five Dollars (\$2,425)*

**Project #2 Location – Promenade Gazebo Vault**

- CLP will I.D. circuits in existing panel and label them on the panel door. CLP will also locate the circuit back-feed and install a new relay to control additional circuits within the HP panel. CLP will then replace the time clock on the LP panel and clean up the connections within the HP panel.
- Pricing for this project is *Eleven Thousand Four Hundred Forty-Five Dollars (\$11,445)*

**Project #3 Location – Dock #1**

- CLP will install a new photocell to control the dock lighting.
- Pricing for this project is *One Thousand One Hundred Sixty-Five Dollars (\$1,165)*

**Project #4 Location – Esplanade**

- CLP will repair the blue navigation lights on top of Esplanade poles.
- Pricing for this project is *Two Thousand Eight Hundred Fifty Dollars (\$2,850)*

**Project #5 Location – Between Promenade Gazebo and The Yard House**

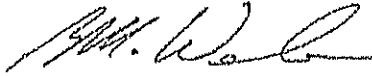
- CLP will install four (4) new single gang, GFI receptacles on existing light poles between the Promenade gazebo and The Yard House. This will include weather-proof boxes, covers for the receptacles and pulling in a dedicated circuit.
- Pricing for this project is *Four Thousand Six Hundred Forty Dollars (\$4,640)*

Pricing for all five (5) projects is *Twenty-Two Thousand Five Hundred Twenty-Five Dollars (\$22,525)*

If you agree with the above scope of work and would like to proceed with the project, please sign below and email it to my attention so that we may schedule the work.

If you have any questions, please call me at (720) 305-0399.

Sincerely,  
CITY LIGHT & POWER, INC.



Brad M. Weber  
Chief Estimator

Approved by:  Dawn Easterby 03-07-16  
Signature Print Date:

Purchase  
Order No: \_\_\_\_\_