

1 FIRST AMENDMENT TO DESIGN-BUILD CONTRACT NO. 31822

2 **31822**

3 THIS FIRST AMENDMENT TO DESIGN-BUILD CONTRACT NO. 31822  
4 (this "First Amendment") is made and entered, in duplicate, as of July 8, 2011, for  
5 reference purposes only, pursuant to a minute order adopted by the City Council of the  
6 City of Long Beach at its meeting held on May 17, 2011, by and between GOLDEN  
7 ACQUISITION CORPORATION DBA EFS WEST, a California corporation ("Design-  
8 Builder"), with a place of business at 27525 Newhall Ranch Road, Suite 9, Valencia,  
9 California 91355, and the CITY OF LONG BEACH, a municipal corporation ("City").

10 WHEREAS, the parties entered into Design-Build Contract No. 31822 dated  
11 October 6, 2010 (the "Contract") whereby Design-Builder agreed to perform all design  
12 and construction services in connection with the Shoreline Marina Fuel Dock and  
13 Underground Storage Tank Upgrade ("Project"); and

14 WHEREAS, the parties desire to modify the terms and conditions of the  
15 Contract for the design and construction of the Phase II portion of the Project;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions in  
17 the Contract and in this First Amendment, the parties agree as follows:

18 1. Section 1.1 of Contract No. 31822 is hereby amended and restated  
19 in its entirety to read as follows:

20 "1.1 Design-Builder shall perform all design and construction services,  
21 and provide all material, equipment, tools and labor, necessary to complete the Work  
22 described in and reasonably inferable from the Contract Documents, including but not  
23 limited to Phase I of the Project as described in Exhibit "A" and Phase II of the Project as  
24 described in Exhibit "A-1" attached to this Contract and incorporated herein by reference.  
25 In addition, Design-Builder shall take all reasonable steps to protect from damage  
26 facilities and all personal property, equipment, furniture, furnishings and fixtures within  
27 the facilities at which Design-Builder is performing Work, including but not limited to  
28 preventing the intrusion of persons or things into the facilities."

1                   2.       Section 5.1 of Contract No. 31822 is hereby amended and restated  
2 in its entirety to read as follows:

3                   "5.1   Date of Commencement.   Owner may issue multiple Notices to  
4 Proceed in order to complete discreet phases of the Project. The Work shall commence  
5 within five (5) days after Design-Builder's receipt of each Owner's Notice to Proceed  
6 ("Date of Commencement") unless the parties mutually agree otherwise in writing."

7                   3.       Section 5.2.1 of Contract No. 31822 is hereby amended and restated  
8 in its entirety to read as follows:

9                   "5.2.1 Completion of the Work shall be achieved no later than one hundred  
10 eighty (180) calendar days after Design-Builder's receipt from Owner of Notice to  
11 Proceed for Phase I of the Project and one hundred twenty (120) calendar days after  
12 Design-Builder's receipt from Owner of Notice to Proceed for Phase II of the Project,  
13 which each such date shall be the "Scheduled Completion Date" and the latest date shall  
14 also be the expiration date of this Contract, unless both are extended pursuant to mutual  
15 written agreement of Owner and Design-Builder."

16                  4.       Article 6 of Contract No. 31822 is hereby amended and restated in  
17 its entirety to read as follows:

18                  "Owner shall pay Design-Builder in accordance with Article 6 of the General  
19 Conditions of Contract a sum not to exceed Two Hundred Seventy Two Thousand One  
20 Hundred Seventy Five Dollars (\$272,175) for Phase I of the Project, plus One Million Six  
21 Hundred Six Thousand Four Hundred Seven Dollars (\$1,606,407) for Phase II of the  
22 Project, for a total amount equal to One Million Eight Hundred Seventy-Eight Thousand  
23 Five Hundred Eighty-Two Dollars (1,878,582) (collectively, the "Contract Price"), subject  
24 to adjustments made in accordance with the General Conditions of Contract and based  
25 on the type of Work and number of City facilities on which Work is performed. Unless  
26 otherwise provided in the Contract Documents, the Contract Price is deemed to include  
27 all sales, use, consumer and other taxes mandated by applicable Legal Requirements."

28                  5.       Section 10.3 of Contract No. 31822 is hereby amended and restated

1 in its entirety to read as follows:

2           “10.3 Bonds and Incremental Notices to Proceed. Design-Builder shall,  
3 coincidentally with the execution of this Contract, execute and deliver to Owner a good  
4 and sufficient corporate surety bond, in the form attached as Exhibit “C”, in the amount of  
5 one hundred percent (100%) of the Contract Price, conditioned on the faithful  
6 performance of this Contract by Design-Builder, and a good and sufficient corporate  
7 surety bond, in the form attached as Exhibit “D” in the amount of one hundred percent  
8 (100%) of the Contract Price, conditioned on the payment of all labor and material claims  
9 incurred in connection with this Contract. Design-Builder may, with the approval of  
10 Owner, submit separate good and sufficient performance bonds and/or good and  
11 sufficient labor and materials bonds, in amounts equal to one hundred percent of the  
12 costs of each of the discreet components of the total Contract Price, or in such other  
13 amounts acceptable to Owner. Each separate bond shall be released by Owner upon  
14 completion, and acceptance by Owner, of the project component for which the bond was  
15 issued. In the event the bonds required hereunder are in an amount less than one  
16 hundred percent (100%) of the Contract Price, the Notice to Proceed issued by Owner  
17 hereunder shall only authorize Design-Builder to proceed with a portion of the Work  
18 which costs no more than the amount of the corporate surety bond, and both Owner and  
19 Design-Builder acknowledge and agree that multiple Notices to Proceed shall be issued  
20 in order to complete the Project. Design-Builder shall not be obligated under  
21 Subcontracts outstanding at any given time where the aggregate amount Design-Builder  
22 is obligated to pay to Subcontracts under such Subcontracts exceeds the amount of the  
23 current valid corporate surety bond. Upon owner’s written request, Design-Builder shall  
24 make all Subcontracts available to Owner for its review and approval. Design-Builder  
25 shall indemnify Owner against any loss or liability which may arise from Design-Builder’s  
26 failure to provide corporate surety bonds in an amount equal to one hundred percent  
27 (100%) of the Contract Price.”

28           6. Exhibit “A-1” (Scope of Work for Phase II of the Project) to this First

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

1 Amendment is hereby added to the Contract as Exhibit "A-1" thereto.

2 7. Except as expressly amended in this First Amendment, all terms and  
3 conditions in Design-Build Contract No. 31822 are ratified and confirmed and shall  
4 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 GOLDEN ACQUISITION CORPORATION  
8 DBA EFS WEST, a California corporation

9 Jan 26, 2012

By   
President

ARTHUR BABCOCK  
Type or Print Name

11 Jan 26, 2012

By   
Secretary

DANTE JUMANAN  
Type or Print Name

"Design-Builder"

15 CITY OF LONG BEACH, a municipal  
16 corporation

17 2.29, 2012

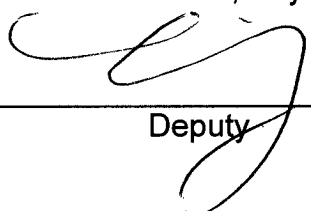
By   
Assistant City Manager  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

19 This First Amendment to Design-Build Contract No. 31822 is approved as  
20 to form on 2/9, 2012.

22 ROBERT E. SHANNON, City Attorney

23 By   
24 Deputy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On January 20, 2012 before me, Ashley A. Windisch, Notary Public

personally appeared Arthur Baketch and Dante Jimenez

who 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.

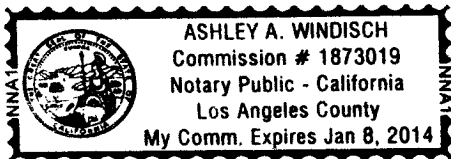
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above



**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: First Amendment to Design-Build Contract No. 31822

Document Date: January 20, 2012 Number of Pages: \_\_\_\_\_

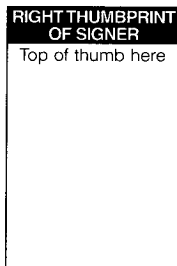
Signer(s) Other Than Named Above: \_\_\_\_\_

**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: \_\_\_\_\_

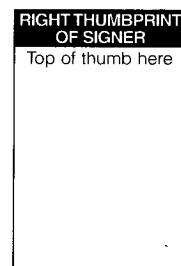
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



"Premium is for contract term and is subject to adjustment based on final contract price"

Bond#024039470

Premium:\$19,564.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, The Ohio Casualty Insurance Company, EFS WEST, a California corporation, as PRINCIPAL, and located at 9920 Pacific Heights Blvd, San Diego, Ca 92121, a corporation, incorporated under the laws of the State of Ohio, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of See \* 1 DOLLARS (\$ See \* 2 ), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. (\*1) One Million Six Hundred Six Thousand Four Hundred Seven and no/100 Dollars (\*2) \$1,606,407.00

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Shoreline Marina Fuel Dock and Underground Storage Tank Upgrade and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 21st day of July, 2011

EFS West Contractor

By: [Signature]

Name: DANTE E. JUMANAN

Title: V.P. / CONTRACTOR

By: [Signature]

Name: ARTHUR L. BABCOCK

Title: V.P.

The Ohio Casualty Insurance Company SURETY, admitted in California

By: [Signature]

Name: David Noddle

Title: Attorney-in-fact

Telephone: 858-450-0582

Approved as to form this 9th day of February, 2012

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy City Attorney

Approved as to sufficiency this 2 day of February, 2012

By: [Signature] City Manager / City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached. 2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

EXHIBIT "C"

## ACKNOWLEDGMENT

State of California  
County of Los Angeles )

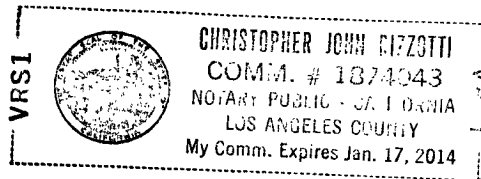
On July 21, 2011 before me, Christopher John Rizzotti, Notary  
(insert name and title of the officer)

personally appeared David Noddle  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

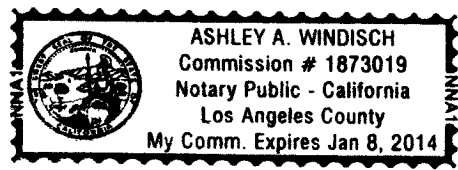
On February 1, 2012 before me, Ashley A. Windisch, Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Dante E. Jumanan and Ashley L. Bakulich

Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**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: Bond For Faithful Performance

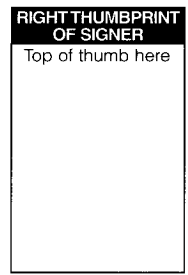
Document Date: February 1, 2012 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

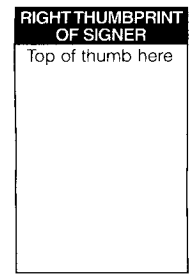
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_



# Premium Included In Performance Bond

Bond#024039470

## LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, 9920 Pacific Heights EFS WEST, as PRINCIPAL, and The Ohio Casualty, located at Blvd, Ste. 425, San Diego, Ca 92121 a corporation, incorporated under the laws of the State of Ohio, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of See \*1 DOLLARS (\$ See \*2 ), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. (\*1) One Million Six Hundred Six Thousand Four Hundred Seven and no/100 Dollars (\*2) \$1,606,407.00

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Shoreline Marina Fuel Dock and Underground Storage Tank Upgrade is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 21st day of July, 2011

EFS West  
 Contractor  
 By: [Signature]  
 Name: DANTE E. JUMANAN  
 Title: V.P. / CONTROLLER  
 By: [Signature]  
 Name: ARTHUR L. BAPCOCK  
 Title: V.P.

The Ohio Casualty  
 Insurance Company  
 SURETY, admitted in California  
 By: [Signature]  
 Name: David Noddle  
 Title: Attorney-in-fact  
 Telephone: 858-450-0582

Approved as to form this 9th day of February, 2010.  
 ROBERT E. SHANNON, City Attorney

Approved as to sufficiency this 2 day of February, 2010.

By: [Signature]  
 Deputy City Attorney

By: [Signature]  
 City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
 2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

## ACKNOWLEDGMENT

State of California  
County of Los Angeles )

On July 21, 2011 before me, Christopher John Rizzotti, Notary  
(insert name and title of the officer)

personally appeared David Noddle,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.  
CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY

No. 41-826

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: David Noddle, Sheila Noddle or Angela Bisordi of Tarzana, California its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 20th day of November, 2008.



*Mark E. Schmidt*

Mark E. Schmidt, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 20th day of November, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 21st day of July A.D., 2011



*Sam Lawrence*

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

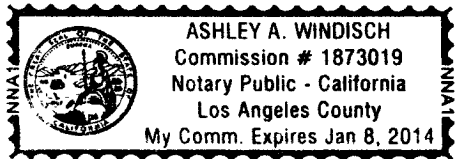
State of California

County of Los Angeles }

On February 1, 2012 before me, Ashley A. Windisch, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Dante E. Jimenez and Arthur L. Babcock  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**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: Labor and Material Bond

Document Date: February 1, 2012 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

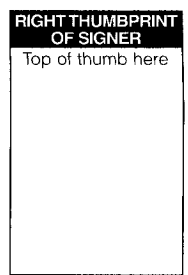
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_



S

# State of California Secretary of State

## Statement of Information (Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.**  
**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. **CORPORATE NAME**  
EFS WEST  
C2542080

This Space for Filing Use Only

**Due Date:**

**No Change Statement.** (Not applicable if agent address of record is a P.O. Box address. See instructions.)  
2.  If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 18.  
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	STREET ADDRESS	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	14937 Voss Street	Van Nuys	CA	91405
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	27525 Newhall Ranch Road, Suite 9	Valencia	CA	91355-4010
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3				

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A complete title for the specific officer may be added; however, the printed titles on this form must not be altered.)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER/	Robert Golden	27525 Newhall Ranch Road, Suite 9	Valencia	CA	91355-4010
7. SECRETARY	Dante Jurimhan	27525 Newhall Ranch Road, Suite 9	Valencia	CA	91355-4010
8. CHIEF FINANCIAL OFFICER/	Robert Golden	27525 Newhall Ranch Road, Suite 9	Valencia	CA	91355-4010

**Names and Complete Addresses of All Directors, including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
9. NAME	Robert Golden	27525 Newhall Ranch Road, Suite 9	Valencia	CA	91355-4010
10. NAME					
11. NAME					

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** (If the agent is an individual, the agent must reside in California and item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1606 and item 14 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS  
Dante Jurimhan

	STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
14.	14937 Voss Street	Van Nuys	CA	91405

**Type of Business**  
15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Construction

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.  
11/18/10 Robert Golden CEO  
DATE TYPEPRINT NAME OF PERSON COMPLETING FORM TITLE

*Robert Golden*  
SIGNATURE

NCTO

2542060

A0707615

**FILED** WJ  
In the Office of the Secretary of State  
of the State of California

SEP 30 2010

**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION**

California Corporation # C2542060

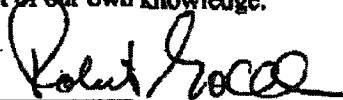
The undersigned certify that:

1. They are the President and Secretary, respectively, of Golden Acquisition Corporation, a California corporation (Corp. No. C2542060).
2. The first article of the Articles of Incorporation of this corporation is amended to read as follows:  

**FIRST: The name of the corporation is: EFS WEST**
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 10,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 9/22/10

  
(Robert Golden, President)

  
(Lisa Golden, Secretary)



I hereby certify that the foregoing transcript of \_\_\_\_\_ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 08 2011

Date: \_\_\_\_\_  
261

*Debra Bowen*

DEBRA BOWEN, Secretary of State

# EXHIBIT "A-1"

Scope of Work  
for Phase II of the Project





**PLANNING • DESIGN • CONSTRUCTION**

27525 Newhall Ranch Road Bldg 9, Valencia, CA 91355

March 22, 2011

Frank Neely, Supervisor  
City of Long Beach  
Public Works/Fleet Services  
tel. (562) 570-5457  
cell (562) 254-6756  
fax (562) 570-5438

Subject: Price Proposal for Long Beach Shoreline Marina Fuel Dock RFP

Dear Mr. Neely;

EFS West is pleased to submit this Price Proposal for the Shoreline Marina Fuel Dock upgrade project. Our price proposal is based on the RFP documents and the additional information provided by the City during the job walk and the subsequent addendums.

Item	Description	Total Price
1	Final Fuel Dock And UST Design/Drawings/Approved permit submittals	\$0.00
2	Fuelling Equipment, 20k split tank 2-2product disp w/ hose reels	\$496,800.00
3	Civil Improvements breaking Trenching Electrical Dock	\$256,750.00
	Belling ham Marine Dock w/ New Gangway	\$515,407.00
	New 8'x40' Store/ Storage/ Restroom	\$125,000.00
	Station Start up Testing	\$31,000.00
4	<b>Total Delivered Price For Design, Installation, Startup of Shoreline Marina</b>	<b>\$1,414,957.00</b>
5	Price Long Term Maintenance	\$16,450.00
6	<b>Total Delivered For all options</b>	<b>\$1,431,407.00</b>
7	<b>Total Delivered Price For Design, Installation, Startup of Shoreline Marina including all Options</b>	<b>\$1,431,407.00</b>
8	Allowance for Unforeseen Changes: Requires City approval prior to starting work	\$165,000.00
9	<b>Grand Total Delivered Price For Design, Installation, Startup of Shoreline Marina including all Options</b>	<b>\$1,606,407.00</b>

**Total Delivered Price For Design, Installation and Startup of Shoreline Marina Fuel Dock And associated Underground Fuel System listed Above. Based on using Bellingham Marine for the Dock Installation**

**Total \$1,606,407.00**

Pricing above is based on the exclusions and assumptions listed below

EFS West is pleased to submit this revised Price Proposal for the Shoreline Marina Fuel Dock upgrade project. Our revised price proposal is based your letters of June 16<sup>th</sup> and June 22<sup>nd</sup> and on our recent phone conversation. Our revised price proposal is based on the following:

1. All costs to remove and dispose of the water in the USTs are included in Line Item 3 and in Line Item 10 (Deductive Alternate 2).
2. All costs to remove and replace the conduits and wire along the jetty are included in Line Item 3. New conduits will be PVC-coated Rigid.
3. All costs to remove deadmen or hold down slabs are included in Line Item 3 and Line Item 10.
4. All costs for dewatering, if necessary, are included in Line Item 3. The UST manufacturer has confirmed that installation of the USTs in a wet hole is an acceptable practice, as long as the work is performed per their published procedures. It remains EFS West's intention to perform the work without dewatering.
5. The cost for installation of Schedule 40 stainless steel pipe, per the June 16<sup>th</sup> specification, is included in Line Item 3. We will install double-walled stainless steel piping along the jetty and on the fuel dock. OmegaFlex piping will be used along the gangway to connect the dock and on the dock.
6. Pricing for Additive Alternates 3A and 3B reflect the cost for the floating dock replacement and gangway replacement, respectively. Per your instruction, the cost includes one 8' by 40' building included in that building are; 1 storage room, 1-unisex bathroom, and 1-store with shelving. The pricing does not include any upgrades to the existing utilities to the dock or upgrades to the existing underground fire line. The quote is based on using Bellingham Marine for installing the dock. EFS West will work with the City following contract award to define a specification for the dock and gangway replacement and to evaluate construction options, should the City choose to proceed with these alternatives.  
  
ADA compliance features include non-skid surfaces on the dock and gangway, a 4' wide gangway with 42" handrails, end plates on the gangway to allow wheelchair access, and a yellow visibility stripe around the edge of dock. Prior experience with permitting similar docks suggests this configuration will be acceptable, but actual ADA requirements will be determined through discussions with Long Beach B&S during the design phase.
7. Deductive Alternate 2 includes only the costs to remove the existing USTs as an independent process from the installation of the new USTs, per our phone conversation. These costs include shoring the excavation on four sides, pumping and disposing of the water in the USTs, removing and disposing of the USTs and

underground piping, sampling of water and soil, and backfilling and resurfacing of the excavation and trenches. These costs are also included in Line Item 3. However, should the City choose to perform this work independently of the installation work, the costs for shoring, excavation, backfilling, and resurfacing must be added to the installation price, since these activities will have to be performed twice.

Please do not hesitate to contact me if you have any questions about our proposal, or if you need any additional information. I can be reached at (661) 705-8236 or on my cell at (818) 235-6293.

Sincerely,  
EFS West



Art Babcock  
Vice President