OFFICE OF THE CITY ATTORNEY COBERT E. SHANNON, City Attorney 33 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

FIRST AMENDMENT TO CONTRACT NO. 30343

THIS FIRST AMENDMENT TO CONTRACT NO. 30343 is made and entered, in duplicate, as of October 6, 2008 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 6, 2007, by and between NOBEST, INC., a California corporation ("Contractor"), whose address is 7600 Acacia Avenue, Garden Grove, California 92841, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered Contract No. 30343 whereby Contractor agreed to provide the work described in Plans & Specifications No. R-6720; and

WHEREAS, the parties desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties agree as follows:

- 1. Section 4 of Contract No. 30343 is amended in its entirety to read as follows:
- "4. <u>TIME FOR CONTRACT</u>. The original term of this Contract shall commence at midnight on November 1, 2007, and shall terminate at 11:59 p.m. on October 31, 2008. The first extended term shall commence at midnight on November 1, 2008, and shall terminate at 11:59 p.m. on October 31, 2009, unless sooner terminated as provided in this Contract, or unless the services or the Project is completed sooner. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents."
- Except as expressly modified herein, all of the terms and conditions contained in Contract No. 30343 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the executed with all formalities required by law	parties have caused this document to be duly as of the date first stated above.
	NOBEST, INC., a California corporation By LARRY ODCALIDIRES (Type or Print Name)
<u></u>	By Kolor Print Name) ROBERT NODLAND IT (Type or Print Name)
Nw. 25, 2008	"Contractor" CITY OF LONG BEACH, a municipal corporation Assistant City Manager By City Manager City Manager City Manager City Manager

This First Amendment to Contract No. 30343 is approved as to form on _______, 2008.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Orange	
On <u>11-4-08</u> before me, <u>Kay E.</u>	Anderson/Notary Public , (Here insert name and title of the officer)
personally appeared <u>Larry Nodland & Rob</u>	pert Nodland II ,
the within instrument and acknowledged to me that I	ce to be the person(s) whose name(s) is/are subscribed to he/she/they executed the same in his/her/their authorized the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the la is true and correct.	aws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Notary Public	KAY E. ANDERSON COMM. #1579663 NOTARY PUBLIC -CALLFORNIA ORANGE COUNTY My Comm. Expires June 13, 2009
ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM	
DESCRIPTION OF THE ATTACHED DOCUMENT	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative
, (Title or description of attached document)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the
(Title or description of attached document continued)	document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
(Additional information)	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer President (Title) Partner(s) Attorney-in-Fact Trustee(s)	 Print the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.

Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document

Other____