

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

FIRST AMENDMENT TO AGREEMENT NO. 36424

**36424**

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THIS FIRST AMENDMENT TO AGREEMENT NO. 36424 is made and entered, in duplicate, as of June 30, 2023, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 19, 2022, by and between SJD&B, INC., a California corporation, whose address is 20451 Valley Boulevard, Walnut, California 91789 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Job Order Contract (JOC) in the City of Long Beach, California," bids were received, publicly opened on March 4, 2022, and declared on the date specified in said Notice; and

WHEREAS, the parties entered into Contract No. 36424 for the work described in the bid documents to furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in each Work Order, as defined in Specification No. R-7193, said work to be performed according to the Contract Documents; and

WHEREAS, in accordance with Long Beach Municipal Code ("LBMC") section 2.84.100 and the terms of Contract No. 36424, the City is required to pay Contractor the amount(s) for each Work Order based on the adjustment factor in Contractor's Bid, provided, however, that the city shall not pay more than Two Million Dollars (\$2,000,000) for the term of the Contract. Furthermore, no individual Work Order project shall exceed Seven Hundred and Fifty Thousand Dollars (\$750,000); and

WHEREAS, pursuant to a minute order adopted by the City Council at its meeting held on January 24, 2023, due to the recent emergency proclamation and the very stringent timelines required by grant funding from the State of California, the City Council temporarily removed the single job order threshold of Seven Hundred and Fifty Thousand Dollars (\$750,000) to utilize the JOC program to expedite projects in response to the proclaimed local emergency caused by homelessness, for a more efficient and timelier

1 project delivery; and

2 WHEREAS, the suspension of LBMC Ch 2.84 that pertains to a single job  
3 order threshold for projects which address the proclaimed local emergency caused by  
4 homelessness, shall expire on the later of (i) one hundred and eighty (180) days after its  
5 effective date, or (ii) with respect to projects begun prior to such date but not yet complete,  
6 on the date of completion of such project, unless further extended by the City Council in its  
7 discretion by an amendment to LBMC Ch. 2.84; and

8 WHEREAS, the Parties desire to add Nine Million Dollars (\$9,000,000) to the  
9 Contract, for a total amount of Eleven Million Dollars (\$11,000,000);

10 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
11 conditions herein contained, the Parties agree as follows:

12 1. Section 3 of Contract No. 36424 is hereby amended to read as follows:

13 "3. PRICE AND PAYMENT.

14 A. City shall pay to Contractor the amount(s) for each Work Order  
15 based on the adjustment factor in Contractor's Bid, attached hereto as Exhibit "A";  
16 provided, however, that City shall not pay more than Eleven Million Dollars  
17 (\$11,000,000.00) for the term of the Contract. Furthermore, no individual Work  
18 Order project shall exceed Seven Hundred and Fifty Thousand Dollars (\$750,000).

19 B. Notwithstanding Section 3.A., the single job order threshold of  
20 Seven Hundred and Fifty Thousand Dollars (\$750,000) shall not apply to projects,  
21 which address the proclaimed local emergency caused by homelessness as  
22 reasonably determined by the City. Said suspension of the single job order  
23 threshold of Seven Hundred and Fifty Thousand Dollars (\$750,000) shall expire on  
24 the later of (i) July 23, 2023, or (ii) with respect to projects begun prior to such date  
25 but not yet complete, on the date of completion of such project."

26 2. Section 39 is hereby added to Contract No. 36424 to read as follows:

27 "39. PROJECT LABOR AGREEMENT.

28 A. Work Order projects undertaken pursuant to Section 3.B. of this

1 Contract which exceed the single job order threshold of Seven Hundred and Fifty  
2 Thousand Dollars (\$750,000) are covered by the Citywide Project Labor Agreement  
3 ("PLA") entered into by the City of Long Beach with the Los Angeles/Orange  
4 Counties Building and Construction Trades Council and the signatory Craft Unions,  
5 attached hereto as Exhibit "G" and incorporated by reference. The PLA contains a  
6 local hiring goal of 40%, calculated based on total hours worked. The local hire  
7 provision requires best efforts to utilize qualified workers residing in first tier zip  
8 codes (which include all of the City of Long Beach), then in second tier zip codes  
9 (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
10 However, if Project is funded in full or in part by State of California Tidelands funds,  
11 then the local hire provision requires best efforts to utilize qualified workers residing  
12 within the Counties of Los Angeles or Orange. In addition, there is a provision with  
13 a goal of ten percent (10%) to hire Transitional Workers and Veterans. Contractor  
14 shall complete and deliver to City the form ("Letter of Asset") attached as an exhibit  
15 to the PLA and incorporated by reference, to comply with the PLA. Contractor  
16 agrees to work with the City and its selected Independent Jobs Coordinator, if  
17 applicable, to promote the local hiring goals and objectives of the PLA."

18 3. Exhibit "G" to this Amendment is hereby incorporated herein by  
19 reference and is attached as Exhibit "G" to the Contract.

20 4. Except as expressly modified herein, all of the terms and conditions  
21 contained in Agreement No. 36424 are ratified and confirmed and shall remain in full force  
22 and effect.

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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.

SJD&B, INC., a California corporation

7/5, 2023

By *Simon Jeon*  
Name *Simon Jeon*  
Title *President*

\_\_\_\_\_, 2023

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Consultant"

CITY OF LONG BEACH, a municipal corporation

July 11, 2023

By *Linda J. Jabum*  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

This First Amendment to Agreement No. 36424 is approved as to form on

July 6, 2023.

DAWN MCINTOSH, City Attorney

By *[Signature]*  
Deputy