



1 for performance, if any, are met.

2 C. Consultant has requested to receive regular payments. City shall pay  
3 Consultant in due course of payments following receipt from Consultant and approval by  
4 City of invoices showing the services or task performed, the time expended (if billing is  
5 hourly), and the name of the Project. Consultant shall certify on the invoices that  
6 Consultant has performed the services in full conformance with this Agreement and is  
7 entitled to receive payment. Each invoice shall be accompanied by a progress report  
8 indicating the progress to date of services performed and covered by the invoice, including  
9 a brief statement of any Project problems and potential causes of delay in performance,  
10 and listing those services that are projected for performance by Consultant during the next  
11 invoice cycle. Where billing is done and payment is made on an hourly basis, the parties  
12 acknowledge that this arrangement is either customary practice for Consultant's profession,  
13 industry, or business, or is necessary to satisfy audit and legal requirements which may  
14 arise due to the fact that City is a municipality.

15 D. Consultant represents that Consultant has obtained all necessary  
16 information on conditions and circumstances that may affect its performance and has  
17 conducted site visits, if necessary.

18 E. **CAUTION:** Consultant shall not begin work until this Agreement has been  
19 signed by both parties and until Consultant's evidence of insurance has been delivered to  
20 and approved by the City.

21 2. TERM. The term of this Agreement shall commence at midnight on  
22 January 1, 2007, and shall terminate at 11:59 p.m. on December 31, 2009, unless sooner  
23 terminated as provided in this Agreement, or unless the services or the Project is  
24 completed sooner. This Agreement may be extended on the same terms and conditions  
25 for two additional three (3) year periods.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's representative, if  
28 any, named in Exhibit "B", attached to this Agreement and incorporated by this reference.

1 Consultant shall advise and inform City's representative of the work in progress on the  
2 Project in sufficient detail so as to assist City's representative in making presentations and  
3 in holding meetings on the Project. City shall furnish to Consultant information or  
4 materials, if any, described in Exhibit "C" attached to this Agreement and incorporated by  
5 this reference, and shall perform any other tasks described in the Exhibit.

6 B. The parties acknowledge that a substantial inducement to City for entering  
7 this Agreement was and is the reputation and skill of Consultant's key employee Wagih S.  
8 Andraos, P.E., Vice President. City shall have the right to approve any person proposed  
9 by Consultant to replace that key employee.

10 4. INDEPENDENT CONTRACTOR. In performing its services,  
11 Consultant is and shall act as an independent contractor and not an employee,  
12 representative, or agent of City. Consultant shall have control of Consultant's work and the  
13 manner in which it is performed. Consultant shall be free to contract for similar services  
14 to be performed for others during this Agreement provided, however, that Consultant acts  
15 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
16 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation,  
17 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
18 on Consultant's behalf, and (c) City will not provide and Consultant is not entitled to any  
19 of the usual and customary rights, benefits or privileges of City employees. Consultant  
20 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
21 shall represent themselves to be employees or agents of City.

22 5. INSURANCE. As a condition precedent to the effectiveness of this  
23 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration  
24 of this Agreement from insurance companies that are admitted to write insurance in  
25 California or from authorized non-admitted insurance companies that have ratings of or  
26 equivalent to A:VIII by A.M. Best Company the following insurance:

27 (a) Commercial general liability insurance (equivalent in scope to ISO  
28 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than

1 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
2 coverage shall include but not be limited to broad form contractual liability,  
3 cross liability, independent contractors liability, and products and completed  
4 operations liability. City, its officials, employees and agents shall be named  
5 as additional insureds by endorsement (on City's endorsement form or on an  
6 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG  
7 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no  
8 special limitations on the scope of protection given to City, its officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000.

13 (c) Professional liability or errors and omissions insurance in an  
14 amount not less than \$1,000,000 per claim.

15 (d) Commercial automobile liability insurance (equivalent in scope to  
16 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount  
17 not less than \$500,000 combined single limit per accident.

18 Any self-insurance program, self-insured retention, or deductible must be  
19 separately approved in writing by City's Risk Manager or designee and shall protect City,  
20 its officials, employees and agents in the same manner and to the same extent as they  
21 would have been protected had the policy or policies not contained retention or deductible  
22 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
23 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,  
24 and shall be primary and not contributing to any other insurance or self-insurance  
25 maintained by City. Consultant shall notify City in writing within five (5) days after any  
26 insurance has been voided by the insurer or cancelled by the insured. If this coverage is  
27 written on a "claims made" basis, it must provide for an extended reporting period of not  
28 less than one year, commencing on the date this Agreement expires or is terminated,

1 unless Consultant guarantees that Consultant will provide to City evidence of  
2 uninterrupted, continuing coverage for a period of not less than three (3) years,  
3 commencing on the date this Agreement expires or is terminated.

4 Consultant shall require that all subconsultants and contractors which  
5 Consultant uses in the performance of services maintain insurance in compliance with this  
6 Section unless otherwise agreed in writing by City's Risk Manager or designee.

7 Prior to the start of performance, Consultant shall deliver to City certificates  
8 of insurance and endorsements for approval as to sufficiency and form. In addition,  
9 Consultant, shall, within thirty (30) days prior to expiration of the insurance furnish to City  
10 certificates of insurance and endorsements evidencing renewal of the insurance. City  
11 reserves the right to require complete certified copies of all policies of Consultant and  
12 Consultant's subconsultants and contractors, at any time. Consultant shall make available  
13 to City's Risk Manager or designee all books, records and other information relating to this  
14 insurance, during normal business hours.

15 Any modification or waiver of these insurance requirements shall only be  
16 made with the approval of City's Risk Manager or designee. Not more frequently than  
17 once a year, the City's Risk Manager or designee may require that Consultant,  
18 Consultant's subconsultants and contractors change the amount, scope or types of  
19 coverages if, in his or her sole opinion, the amount, scope, or types of coverages are not  
20 adequate.

21 The procuring or existence of insurance shall not be construed or deemed  
22 as a limitation on liability relating to Consultant's performance or as full performance of or  
23 compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
2 of City, except that Consultant may with the prior approval of the City Manager of City,  
3 assign any moneys due or to become due the Consultant under this Agreement. Any  
4 attempted assignment or delegation shall be void, and any assignee or delegate shall  
5 acquire no right or interest by reason of an attempted assignment or delegation.  
6 Furthermore, Consultant shall not subcontract any portion of its performance without the  
7 prior approval of the City Manager or designee or substitute a subconsultant or contractor  
8 without the prior approval to the substitution. Nothing stated in this Section shall prevent  
9 Consultant from employing as many employees as Consultant deems necessary for  
10 performance of this Agreement.

11           7.     CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
12 certifies that, at the time Consultant executes this Agreement and for its duration,  
13 Consultant does not and will not perform services for any other client which would create  
14 a conflict, whether monetary or otherwise, as between the interests of City under this  
15 Agreement and the interests of that other client. And, Consultant shall obtain similar  
16 certifications from Consultant's employees, subconsultants and contractors.

17           8.     MATERIALS. Consultant shall furnish all labor and supervision,  
18 supplies, material, tools, machinery, equipment, appliances, transportation, and services  
19 necessary to or used in the performance of Consultant's obligations hereunder, except as  
20 stated in Exhibit "C", if any.

21           9.     OWNERSHIP OF DATA. All materials, information and data prepared,  
22 developed, or assembled by Consultant or furnished to Consultant in connection with this  
23 Agreement, including but not limited to documents, estimates, calculations, studies, maps,  
24 graphs, charts, computer disks, computer source documentation, samples, models,  
25 reports, summaries, drawings, designs, notes, plans, information, material, and  
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
27 and City shall have the unrestricted right to use and disclose the Data in any manner and  
28 for any purpose without payment of further compensation to Consultant. Copies of Data

1 may be retained by Consultant but Consultant warrants that Data shall not be made  
2 available to any person or entity for use without the prior approval of City. This warranty  
3 shall survive termination of this Agreement for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this  
5 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
6 prior notice to the other party. In the event of termination under this Section, City shall pay  
7 Consultant for services satisfactorily performed and costs incurred up to the effective date  
8 of termination for which Consultant has not been previously paid. The procedures for  
9 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
10 termination, Consultant shall deliver to City all Data developed or accumulated in the  
11 performance of this Agreement, whether in draft or final form, or in process.

12 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and  
13 shall not disclose the Data or use the Data directly or indirectly other than in the course of  
14 performing its services during the term of this Agreement and for five (5) years following  
15 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
16 all information, whether written, oral, or visual, obtained by any means whatsoever in the  
17 course of performing its services for the same period of time. Consultant shall not disclose  
18 any or all of the Data to any third party or use it for Consultant's own benefit or the benefit  
19 of others except for the purpose of this Agreement.

20 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
21 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
22 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
23 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
24 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
25 disclosed pursuant to subpoena or court order.

26 13. ADDITIONAL COSTS AND REDESIGN. A. Any costs incurred by the  
27 City due to Consultant's failure to meet the standards required by the scope of work or  
28 Consultant's failure to perform fully the tasks described in the scope of work which, in

1 either case, causes the City to request that Consultant perform again all or part of the  
2 scope of work shall be at the sole cost of Consultant and City shall not pay any additional  
3 compensation to Consultant for its re-performance.

4 B. If the Project involves construction and the scope of work requires  
5 Consultant to prepare plans and specifications with an estimate of the cost of construction,  
6 then Consultant may be required to modify the plans and specifications, any construction  
7 documents relating to the plans and specifications, and Consultant's estimate, at no cost  
8 to City, when the lowest bid for construction received by City exceeds by more than ten  
9 percent (10%) Consultant's estimate. This modification shall be submitted in a timely  
10 fashion to allow City to receive new bids within four (4) months after the date on which the  
11 original plans and specifications were submitted by Consultant.

12 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
13 amended, nor any provision or breach waived, except in writing signed by the parties which  
14 expressly refers to this Agreement.

15 15. LAW. This Agreement shall be governed by and construed pursuant  
16 to the laws of the State of California (except those provisions of California law pertaining  
17 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
18 regulations of and obtain all permits, licenses, and certificates required by all federal, state  
19 and local governmental authorities.

20 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
21 constitutes the entire understanding between the parties and supersedes all other  
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 17. INDEMNITY. Consultant shall indemnify and hold harmless the City,  
24 its Boards, Commissions, and their officials, employees and agents (collectively in this  
25 Section "City") from and against any and all liability, claims, demands, damage, causes of  
26 action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court  
27 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims  
28 include allegations and include by way of example but are not limited to: Claims for



1 property damage, personal injury or death arising in whole or in part from any negligent act  
2 or omission of Consultant, its officers, employees, agents, sub-consultants, or anyone  
3 under Consultant's control (collectively "Indemnitor"); misrepresentation; willful misconduct;  
4 and Claims by any employee of Indemnitor relating in any way to worker's compensation.  
5 Independent of the duty to indemnify and as a free-standing duty on the part of Consultant,  
6 Consultant shall defend City and shall continue this defense until the Claim is resolved,  
7 whether by settlement, judgment or otherwise. Consultant shall notify the City of any Claim  
8 within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the  
9 defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably  
10 requested, in the defense.

11 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
12 Agreement and any Exhibit, the provisions of this Agreement shall govern.

13 19. COSTS. If there is any legal proceeding between the parties to  
14 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
15 this Agreement, the prevailing party shall be entitled to its costs, including reasonable  
16 attorneys' fees.

17 20. NONDISCRIMINATION. In connection with performance of this  
18 Agreement and subject to applicable rules and regulations, Consultant shall not  
19 discriminate against any employee or applicant for employment because of race, religion,  
20 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.  
21 Consultant shall ensure that applicants are employed, and that employees are treated  
22 during their employment, without regard to these bases. These actions shall include, but  
23 not be limited to, the following: employment, upgrading, demotion or transfer, recruitment  
24 or recruitment advertising, layoff or termination, rates of pay or other forms of  
25 compensation, and selection for training, including apprenticeship.

26 It is the policy of City to encourage the participation of Disadvantaged,  
27 Minority and Women-Owned Business Enterprises in City's procurement process, and  
28 Consultant agrees to use its best efforts to carry out this policy in the hiring of

1 subconsultants and contractors to the fullest extent consistent with the efficient  
2 performance of this Agreement. Consultant may rely on written representations by  
3 subconsultants and contractors regarding their status. City's policy is attached as Exhibit  
4 "D". Consultant shall report to City in May and in December or, in the case of short-term  
5 agreements, prior to invoicing for final payment, the names of all subconsultants and  
6 contractors hired by Consultant for this Project and information on whether or not they are  
7 a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section  
8 8 of the Small Business Act (15 U.S.C. Sec. 637).

9 21. NOTICES. Any notice or approval required under this Agreement shall  
10 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
11 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
12 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice of  
13 change of address shall be given in the same manner as stated for other notices. Notice  
14 shall be deemed given on the date deposited in the mail or on the date personal delivery  
15 is made, whichever occurs first.

16 22. COPYRIGHTS AND PATENT RIGHTS.

17 A. Consultant shall place the following copyright protection on all  
18 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent or copyright  
20 registration on any Data or other result arising from Consultant's performance of this  
21 Agreement. By executing this Agreement, Consultant assigns any ownership interest  
22 Consultant may have in the Data to City.

23 C. Consultant warrants that the Data does not violate or infringe any patent,  
24 copyright, trade secret or other proprietary right of any other party. Consultant agrees to  
25 and shall protect, defend, indemnify and hold City, its officials and employees harmless  
26 from any and all claims, demands, damages, loss, liability, causes of action, costs or  
27 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,  
28 arising from any breach or alleged breach of this warranty.

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1           23.    COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
2 that Consultant has not employed or retained any entity or person to solicit or obtain this  
3 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
4 commission, or other monies based on or from the award of this Agreement. If Consultant  
5 breaches this warranty, City shall have the right to terminate this Agreement immediately  
6 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
7 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
8 other monies.

9           24.    WAIVER. The acceptance of any services or the payment of any  
10 money by City shall not operate as a waiver of any provision of this Agreement, or of any  
11 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
12 Agreement shall not constitute a waiver of any other or subsequent breach of this  
13 Agreement.

14           25.    CONTINUATION. Termination or expiration of this Agreement shall  
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
16 16, 18, 21, and 27 prior to termination or expiration of this Agreement.

17           26.    TAX REPORTING. As required by federal and state law, City is  
18 obligated to and will report the payment of compensation to Consultant on  
19 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and  
20 state taxes resulting from payments under this Agreement. Consultant's Employer  
21 Identification Number is [REDACTED]. If Consultant has a Social Security Number rather  
22 than an Employer Identification Number, then Consultant shall submit that Social Security  
23 Number in writing to City's Accounts Payable, Department of Financial Management.  
24 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
25 Consultant provides one of these numbers.

26           27.    ADVERTISING. Consultant shall not use the name of City, its officials  
27 or employees in any advertising or solicitation for business or as a reference, without the  
28 prior approval of the City Manager or designee.



# EXHIBIT “A”

## Scope of Work

## Exhibit "A"

### Long Beach Airport Scope of Work

#### As-Needed Airport Mechanical, Electrical, and Plumbing (MEP) Professional Engineering/Consulting Services

The City of Long Beach desires to engage the services of a professional engineering firm(s) specializing in Mechanical, Electrical, and Plumbing (MEP) Engineering to provide all aspects of engineering services for mechanical, electrical, and plumbing projects or such portions of larger projects designed by City Staff, including but not limited to: programming, schematic design, design development, construction drawings, specifications, construction cost estimating, construction phasing, LEED™ consultation, surveying, utility relocation, and construction support services, for the maintenance and improvements to existing fully operating Airport facilities, which include proposed airfield related appurtenances and various other building and support facilities.

In general, the design work consists of the construction of airfield and various building facilities.

The estimated design durations vary by tasks but initial tasks are estimated to be 1 to 2 months long each; and the estimated duration of the construction work is 1 to 12 months depending on tasks. It should be noted the construction work would be performed with a combination of both day and night work.

The consultant shall have a full understanding of FAA standards related to the design of airfield lighting, signage, NAVAIDS, airport terminal facilities design and construction, airfield restrictions, as well as all current FAA and Transportation Security Administration security requirements and guidance documents.

The consultant shall develop construction detailed drawings to incorporate phasing ALL improvements around a fully operational Airport; and to minimize impacts to the existing functionality of Long Beach Airport. Full consent of the City and all appropriate jurisdictional agencies shall be obtained prior to the finalization of the design. Any and or all non-compliant work shall be corrected by the MEP Consultant and all subconsultants at the sole cost of the MEP Consultant at no additional cost to the City.

#### Planning Services

- Electrical planning of Terminal/Airfield Facilities and all supporting appurtenances
- Communication planning of Terminal/Airfield Facilities and all supporting appurtenances
- Plumbing planning of Terminal/Airfield Facilities and all supporting appurtenances

- Security planning of Terminal/Airfield Facilities and all supporting appurtenances
- HVAC planning of Terminal/Airfield Facilities and all supporting appurtenances
- LEED planning of Terminal/Airfield Facilities and all supporting appurtenances

#### Airfield Design Services

- Any and or all associated NAVAIDs for airfield
- Siemens ALCMS reconfiguration and all associated appurtenances
- Runway edge lighting systems
- Runway center-line lighting systems
- Runway TDZ lighting systems
- Runway MALSR lighting systems
- Runway PAPI systems
- Runway FAROS systems
- Traffic Monitoring loops
- Taxiway edge lighting systems
- Taxiway center-line lighting systems
- Manhole/pullbox/hand-hole sizing and locating
- Any and or all Air Carrier ramp support services including but not limited to: preconditioned air support and equipment, electrical support equipment (Ground Power Units), fuel delivery and containment systems, lighting, etc.
- Survey and Catalog all existing electrical circuits
- Cost-savings analysis and implementation
- Provide 3<sup>rd</sup> party reviews for City and Tenant Improvements

#### Building Support Services Design

- All the below items may include but are not limited to new facilities or modifying existing facilities and/or distribution facilities.
- Electrical Design for various facility support areas. Upgrading, adding, or removing electrical facilities
- Energy conservation design and calculations
- HVAC Design support for facility support areas. Upgrading, adding, or removing HVAC facilities
- Security Access Control and Monitoring Systems Design for the entire. Upgrading, adding, or removing access control and monitoring systems.
- Communication Design for the entire Airport. Upgrading, adding, or removing Communication facilities, including but not limited to Fiber Optic, All types of Copper, High/Low Speed connections, Wireless, Radio, etc.
- Plumbing Design support for facility support areas. Upgrading, adding, or removing Plumbing facilities.
- Water conservation design and calculations
- Flight Information Display System Design
- Baggage Information Display System Designs
- Lighting Designs
- Provide 3<sup>rd</sup> Party reviews for City and Tenant Improvements

### Construction Support Services

- As per RFQ requirements

### Miscellaneous Services

- Presentations to City Council, Planning Commission, and Cultural Heritage Commission.
- Conduct or assist the Airport with any public meetings as requested by the Airport.
- Obtain or assist the Airport in obtaining all related permits for construction of improvements (such as permits from the City of Long Beach Planning and Building Department).

The above list of potential services and projects is intended to be representative of the type of projects and services the City anticipates. It may not be a complete list and projects listed may not be performed.



<b>DINTER ENGINEERING COMPANY LONG BEACH AIRPORT 2007 ON-CALL SERVICES HOURLY RATES</b>	
<b>CATEGORY</b>	<b>CONTRACT RATES</b>
Principal/Project Manager	\$150.00
Senior Engineer	\$129.00
Project Engineer	\$103.00
Designer	\$82.00
Cad Draftsman	\$62.00
Clerical	\$52.00
QC/LEED Consultant	\$138.00

**ELECTRICAL DESIGN SERVICES - EXPENSES  
DINTER ENGINEERING, CO.**

**TRAVEL EXPENSES:**

				<b>Costs</b>
1.00	Airline			Actual
2.00	Car Renta			Actual
3.00	Gas			Actual
4.00	Hotel			Actual
5.00	Meals			Actual

**OTHER EXPENSES:**

				<b>Costs</b>
6.00	PLOTTING			Actual
7.00	Spec. Book (8 sets for 60,100,final submittals)			Actual
8.00	CD			Actual
9.00	Postage and Delivery Service			Actual

# EXHIBIT “B”

City’s Representative is:

Phillip Balmeo, Senior Civil Engineer

# EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED  
AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"