

AGREEMENT

**30060**

THIS AGREEMENT is made and entered, in duplicate, as of March 30, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 6, 2007, by and between HELLMUTH, OBATA & KASSABAUM (HOK), INC., a Missouri corporation, with a place of business at 9530 Jefferson Boulevard, Culver City, California 90232 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with As-Needed Architectural/Planning/Engineering Services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed \$9,000,000.00, at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed

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

1 by Consultant, shall be available only during City's normal business hours and provided  
2 that milestones for performance, if any, are met.

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

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

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

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

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's representative, if

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

7 B. The parties acknowledge that a substantial inducement to City for entering  
8 this Agreement was and is the reputation and skill of Consultant's key employee Ricardo  
9 Mascia. City shall have the right to approve any person proposed by Consultant to replace  
10 that key employee.

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

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

28 (a) Commercial general liability insurance (equivalent in scope to ISO

1 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than  
2 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
3 coverage shall include but not be limited to broad form contractual liability,  
4 cross liability, independent contractors liability, and products and completed  
5 operations liability. City, its officials, employees and agents shall be named  
6 as additional insureds by endorsement (on City's endorsement form or on an  
7 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG  
8 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no  
9 special limitations on the scope of protection given to City, its officials,  
10 employees and agents.

11 (b) Workers' Compensation insurance as required by the California  
12 Labor Code and employer's liability insurance in an amount not less than  
13 \$1,000,000.

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

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

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

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

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

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

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

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates  
26 the personal services of Consultant and Consultant's employees, and the parties  
27 acknowledge that a substantial inducement to City for entering this Agreement was and is  
28 the professional reputation and competence of Consultant and Consultant's employees.

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

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

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. And,  
12 Consultant acknowledges and agrees that City's obligation to make final payment is  
13 conditioned on Consultant's delivery of the Data to City.

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

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

28 13. ADDITIONAL COSTS AND REDESIGN.

1           A. Any costs incurred by City due to Consultant's failure to meet the  
2 standards required by the scope of work or Consultant's failure to perform fully the tasks  
3 described in the scope of work which, in either case, causes City to request that Consultant  
4 perform again all or part of the Scope of Work shall be at the sole cost of Consultant and  
5 City shall not pay any additional compensation to Consultant for its re-performance.

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

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

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

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

25           17. INDEMNITY. Consultant shall, with respect to services performed in  
26 connection with this Agreement, indemnify and hold harmless City, its Boards,  
27 Commissions, and their officials, employees and agents (collectively in this Section, "City")  
28 from and against any and all liability, claims, demands, damage, loss, causes of action,



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City Attorney of Long Beach  
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17. INDEMNITY. Consultant shall, with respect to the performance of its duties under this Agreement, defend, indemnify and hold the City harmless from all claims, damages, losses, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Consultant, its officers, employees, agents, sub-consultants or anyone under Consultant's control (collectively "Indemnitor"); willful misconduct; misrepresentation; and Claims by any employee of Indemnitor relating in any way to worker's compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

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

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

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

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

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

19 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

26 C. Consultant warrants that the Data does not violate or infringe any patent,  
27 copyright, trade secret or other proprietary right of any other party. Consultant agrees to  
28 and shall protect, defend, indemnify and hold City, its officials and employees harmless

1 from any and all claims, demands, damages, loss, liability, causes of action, costs or  
2 expenses (including reasonable attorney's fees) whether or not reduced to judgment,  
3 arising from any breach or alleged breach of this warranty.

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

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

17           25. CONTINUATION. Termination or expiration of this Agreement shall not  
18 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,  
19 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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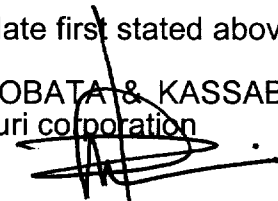
27. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

28. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

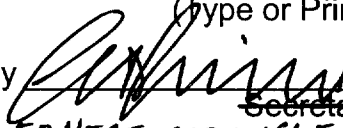
29. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

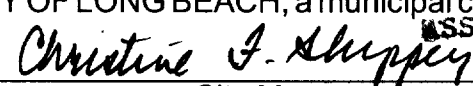
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

\_\_\_\_\_, 2007

HELLMUTH, OBATA & KASSABAUM (HOK),  
INC., a Missouri corporation  
  
By \_\_\_\_\_  
President  
**WILLIAM MACCIA, SENIOR VICE PRESIDENT**  
(Type or Print Name)

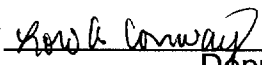
\_\_\_\_\_, 2007

By   
Secretary  
**ERNEST CIRANGLE, SENIOR VICE PRESIDENT**  
(Type or Print Name)

"Consultant"  
CITY OF LONG BEACH, a municipal corporation  
By  ASSISTANT  
City Manager  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
"City" THE CITY CHARTER.**

4-26, 2007

This Agreement is approved as to form on 4/6, 2007.

ROBERT E. SHANNON, City Attorney  
By   
Deputy

# EXHIBIT “A”

## Scope of Work

## Exhibit "A"

### Long Beach Airport Scope of Work

#### As-Needed Airport Architectural/Planning/Engineering Professional Architectural/Engineering/Consulting Services

The City of Long Beach desires to engage the services of a professional architectural/engineering firm to provide all aspects of architectural/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 various building facilities.

The estimated design durations vary by tasks; and the estimated duration of the construction is also dependant 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 and TSA standards related to the airport terminal facilities design and construction, airfield restrictions.

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 Architectural/Planning/Engineering Consultant and all subconsultants at the sole cost of the Architectural/Planning/Engineering 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
- Any additional items shall be in accordance with the RFQ

- Concession planning

#### 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
- Concession design
- Any additional items shall be in with accordance the RFQ

#### 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.

# EXHIBIT “B”

City’s Representative is:

Phillip Balmeo



# 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"**