OWNER-CMAR FOR PRECONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _______ day of _______________, 2010 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "Owner") and LAS VEGAS PAVING CORPORATION, (herein the "CMAR"). The Owner and the CMAR are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Owner intends to construct the Jones & Valley View Corridor Improvements (herein the "Project"); and

WHEREAS, the Owner desires to retain the CMAR who will be responsible for providing services hereinafter set forth below; and

WHEREAS, the CMAR is properly licensed pursuant to NRS Chapter 624 within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree to the following terms, conditions and covenants:

SECTION ONE
CMAR RESPONSIBILITIES

1.01 ***Description of CMAR Services.*** For the compensation set forth in Section Seven, the CMAR hereby agrees to perform the preconstruction services set forth in Exhibit "A" (Scope of Services) and the additional preconstruction services set forth in Exhibit "B" ("Additional Preconstruction Services") and to provide the submittals set forth in Exhibit "H" (Required Submittals) attached hereto.

1.02 ***Designation of CMAR Representative***. The CMAR representative is the individual identified in Exhibit "F" (Key Personnel List for Preconstruction Services) (the "CMAR Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement may be performed by the personnel identified in Exhibit "F" (Key Personnel List for Preconstruction Services) provided that such associates, employees, and subcontractors perform under the personal supervision of the CMAR Representative.

If any personnel or subcontractors who are expected to provide the services required under this Agreement are objectionable to the Owner for any reason, the CMAR shall, without additional compensation, replace such personnel and subcontractors with personnel and subcontractors acceptable to the Owner.

If the CMAR personnel or subcontractors are unable to complete their responsibilities for any reason under this Agreement, or the CMAR desires for any reason to substitute personnel or subconsultant assigned to the Project, the CMAR agrees to obtain the approval of the Owner for any personnel or subconsultant substitution. The Owner shall not unreasonably withhold approval unless the Owner determines the substitution is not in the best interest of the Owner or the Project.

If the CMAR fails to make an acceptable replacement within thirty (30) days, the Owner may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.03 ***Correspondence Review.*** The CMAR shall promptly furnish the Owner's Representative copies of each correspondence, if any, sent to the Architect or any other consultant involved with the Project, and to any regulatory agencies.

1.04 ***Cooperation with the Owner.*** The CMAR agrees that its officers, associates, employees and subcontractors will cooperate with the Owner in providing the services under this Agreement and will be, with advance notice, available for consultation with the Owner at such reasonable times as to not conflict with the Owner's other responsibilities.

SECTION TWO
OWNER RESPONSIBILITIES

2.01 ***Project Manager.*** The Director of Public Works shall designate a Project Manager who will function as the Owner's Representative with respect to this Agreement. The Owner Representative shall have authority to define the Owner's policies with respect to the services of the CMAR. However, the Owner Representative is not authorized to change or waive any of the provisions set forth in this Agreement.

2.02 ***Access to Records.*** The Owner shall, without charge, furnish a copy to, or make available for examination or use by, the CMAR, as it may request, any documents and data which the Owner has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The Owner shall assist the CMAR in obtaining data and documents from public agencies and from private citizens and business firms whenever the Owner determines that such material is necessary for the completion of the services required by this Agreement.

2.03 ***Cooperation with CMAR.*** The Owner agrees that its officers and employees will cooperate with the CMAR in the performance of this Agreement and will be, with advance notice, available for consultation with the CMAR at such reasonable times as to not conflict with the CMAR's other responsibilities. The Owner shall provide access to the CMAR on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CMAR SERVICES

3.01 ***Requested Changes.*** The Owner may at any time, by written order, make changes in the services to be performed by the CMAR under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the Owner causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the CMAR under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly.

Each claim for adjustment under this Section must be asserted in writing as a fee dispute within thirty (30) days from the date of receipt by the CMAR of written notification of the change, unless the Owner grants in writing an extension. Failure to assert the claim within the time allowed herein shall constitute a waiver of all rights to seek any equitable adjustment in compensation with respect to that change. Upon final payment to the CMAR, the CMAR waives all rights to seek adjustment in compensation with respect to Project services, expenses, claims and changes.

SECTION FOUR
ADDITIONAL PRECONSTRUCTION SERVICES OF CMAR

4.01 ***Additional Preconstruction Services.*** The CMAR shall provide the additional preconstruction services described under Exhibit "B" (Additional Preconstruction Services) if, and only if, so requested in writing by the Owner. Payment for the additional preconstruction services will be made to the CMAR in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The CMAR shall notify in writing the Owner in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the CMAR under this Agreement.

SECTION FIVE
SUBCONTRACTOR AGREEMENT

5.01 ***Subcontractor Provisions.*** If, with the approval of the Owner as required pursuant to Section 10.07 the CMAR enters into an agreement with a subcontractor for the performance of any of its obligations under this Agreement, the following provisions shall be included in each subcontractor agreement:

(i) The CMAR agrees to pay the subcontractor when paid by the Owner for that portion of the services provided to the Owner and that no liability arises on the part of the CMAR for payment of the subcontractor services until payment has been made by the Owner. If the Owner has paid the CMAR for the subcontractor services, the subcontractor's only recourse is against the CMAR and not against the Owner, either through the institution of legal or equitable action or the attachment of any lien.

(ii) The subcontractor shall have no more rights against the Owner than that of the CMAR.

(iii) The subcontractor agrees to be bound by the terms, conditions and obligation of this Agreement unless the Owner has approved any deviation, change or modification in writing.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the Owner (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Preconstruction Services.*** For any services set forth in Exhibit "A" (Scope of Services), the Owner shall pay to the CMAR the fixed fee amount of $418,064.00.

7.02 ***Compensation: Additional Preconstruction Services.*** For any services not set forth in Exhibit "A" (Scope of Services), the Owner shall pay to the CMAR either a lump sum fee, or an hourly fee based upon the hourly fee schedule set forth in Exhibit "E" (Additional Preconstruction Services Compensation), whichever is agreed to by the parties, provided prior written approval for such services is given by the Owner's Purchasing & Contracts Manager.

7.03 ***Compensation: Reimbursable Expenses.*** The CMAR agrees that all direct and indirect expenses are included in the fixed fee for the Basic Services and the agreed upon compensation for any Additional Preconstruction Services, except as may be specifically allowed in Exhibit "E" (Additional Preconstruction Services Compensation).

7.04 ***Invoice.*** The CMAR may submit an invoice for payment of the fixed fee set forth in Exhibit "D" (Preconstruction Services Payment Schedule) based on the manner or method of payment set forth in Section 7.01 of this Agreement. The Owner's Representative will notify the CMAR of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the Owner's Representative within the aforementioned period of time, the CMAR may expect payment within a period of forty-five (45) days from the date of receipt by the Owner. If payment has not been received within the forty-five (45) days, the CMAR agrees to contact the Owner's Representative to resolve any problem for the delay. If the resolution of the delay is not satisfactory to the CMAR, the CMAR may submit a claim pursuant to Section 10.20A.

7.05 ***Right to Off-Set.*** The Owner's Representative may subtract or offset from any unpaid invoice from the CMAR any claims which the Owner may have for failure of the CMAR to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the CMAR in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the CMAR. The Owner's Representative shall provide a written statement to the CMAR of the off-set which has been subtracted from any payment to the CMAR along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the CMAR. If the CMAR disputes the right or amount of the off-set made by the Owner, the CMAR may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the Owner (which acceptance will not be unreasonably withheld), the CMAR will, within sixty (60) days of the Owner's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PRECONSTRUCTION SERVICES PERFORMANCE SCHEDULE

8.01 ***Preconstruction Services Performance Schedule.*** The CMAR shall perform and complete the services required under this Agreement according to the schedule ("Preconstruction Services Performance Schedule") set forth in Exhibit "C". If the performance of services is delayed in the time period as outlined in Exhibit "C", the CMAR shall notify the Owner's Representative in writing of the reasons for the delay and include a plan which brings the CMAR performance into compliance with the Preconstruction Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Owner shall have the right to audit the CMAR books, records and other documents directly pertinent to the performance of this Agreement. The CMAR agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The CMAR shall also maintain the financial information and data used to prepare or support the invoices submitted to the Owner. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the Owner, or its designated representative. The Owner, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The CMAR will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The CMAR shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the CMAR.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The CMAR agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The Owner may suspend, without cause, the performance by the CMAR under this Agreement for such period of time as the Owner, in its sole discretion, may prescribe by providing written notice to the CMAR. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the Owner shall pay to the CMAR the reasonable value for the services performed as of the effective date of suspension less all previous payments. The CMAR shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the Owner. In no event shall the Owner be liable to the CMAR for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the Owner, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the CMAR and:

(i) the CMAR was not a contributing cause for the suspension,
(ii) the CMAR has not received an equitable adjustment under another provision of this Agreement, and
(iii) the CMAR could not mitigated the increase in the performance cost, then the CMAR unpaid fee shall be reviewed by the Owner and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02 ***Termination for Convenience.*** The Owner reserves the right to terminate this Agreement without cause or default on the part of the CMAR with ten (10) days' prior written notification to the CMAR. Notification of the CMAR is deemed to have occurred on the date that the Owner either:

(i) faxes a copy of the notice to the CMAR to the fax number provided in the Section entitled "Notice" of the Agreement, or

(ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement.
(iii) In the event of termination, without cause or default, the Owner agrees to pay to the CMAR the reasonable value for the services performed as of the date that notification of termination is received by the CMAR. In no event shall the Owner be liable to the CMAR for services in excess of the percentage completed at the time of termination.

10.03 *Termination for Cause.*

A. *Default.* The occurrence of any of the following events shall constitute a default by the CMAR hereunder (herein "Event of Default"):

(i) the CMAR defaults in the due observance and performance of any term, condition or covenant contained in this Agreement;
(ii) the CMAR (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the CMAR for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the CMAR for the purpose of effecting any of the foregoing;
(iii) any warrant, execution or other writ is issued or levied upon any property or assets of the CMAR and continues unvacated and in effect for a period of thirty (30) days; or
(iv) the CMAR, in the judgment of the Owner, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement; and
(v) the default is continuing five (5) days after written notice is given to the CMAR pursuant to Section 10.18.

B. *Owner's Rights.* Upon the occurrence of an Event of Default the Owner may, without prejudice to any other right or remedy it may have at law or equity:

(i) Terminate this Agreement, suspend payment of all pending invoices otherwise due to the CMAR hereunder, and finish this Agreement by such means as deemed appropriate by the Owner, reserving the right to deduct from any balance due CMAR the cost of completing this Agreement. In the event the cost of finishing the CMAR performance of this Agreement exceeds the balance due the CMAR, the excess shall be paid by the CMAR to the Owner within five (5) days of invoicing by the Owner, or
(ii) Terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the CMAR except for the reasonable value for the services performed to the date of termination.

In the event that the Owner elects to implement (i) above, the costs and expenses of completion, this Agreement shall be computed and audited by the Owner's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the CMAR.

10.04 *Ownership of Documents.*

A. Except for Consultants and subconsultants regulated under NRS Chapter 623, any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) prepared or assembled by the CMAR or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the Owner. In the event of completion or termination of this Agreement, the Owner reserves the right to require delivery of any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) not in its possession. The CMAR shall be entitled to retain a reproducible copy of such test results, evaluations, reports, plans, drawings, specifications, studies and other documents furnished to the Owner.

B. The test results, evaluating reports, plans, drawings, specifications, studies or other documents (including magnetic or electronic media) which are given, prepared or assembled by the CMAR or subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the Owner. Except for marketing pamphlets and submittals to clients, the CMAR shall not publish, submit for publication, or publicly display the Project without the written consent of the Owner.

10.05 *Insurance.* The CMAR shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

A. Workmen's Compensation Insurance. Workers' Compensation Insurance protecting the CMAR and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If CMAR is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

B. Commercial General Liability Insurance. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

C. Automobile Liability Insurance. Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

D. Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

E. *Certificates and Endorsements.* CMAR must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The CMAR shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The CMAR shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The CMAR and/or insurance carrier shall provide the Owner with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas	Account Manager: Michael Palacios
C/O Insurance Tracking Services, Inc. (ITS)	Phone: (888) 435-2955 ext.
P.O. Box 21919	503Fax: 562-435-
Long Beach, CA 90801	2999Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required herein shall be provided to the Owner if so requested.

F. Additional Insured. The City, its Mayor and Councilmen, officers, employees, and agents shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the CMAR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

G. Premiums, Deductibles and Self-Insured Retentions. The CMAR shall be responsible for payment of premiums for all of the insurance coverages required under this Section 10. The CMAR further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the CMAR is responsible hereunder, the CMAR shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $10,000 in the Contractor insurance must be declared and approved by Owner.

H. Cancellation or Modification of Coverage. Each insurance policy supplied by the CMAR shall automatically include or be endorsed to cover the CMAR contractual liability to the Owner under this Agreement, to waive subrogation against the Owner, its officers, agents, servants and employees, and to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein. If the CMAR fails to carry the required insurance, the Owner may (i) order the CMAR to stop further performance hereunder, declare the CMAR in breach, pursuant to Paragraph 10.03, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the CMAR or charge the replacement insurance costs back to the CMAR.

I. Renewal Policies. The CMAR shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

J. No Recourse. There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the CMAR under this Section 10.

K. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the CMAR shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The CMAR shall provide the Owner annually a Certificate of Insurance as evidence of such insurance.

L. Waiver of Subrogation. The CMAR shall also provide a waiver of subrogation for the General Liability, Automobile and Workman's Compensation Policies. **This waiver must be given by endorsement.**

M. Subcontractor or Subconsultant. Any subcontractor or subconsultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to ITS of the same insurance requirements as specified above, and as required in this paragraph.

N. Additional Insurance. The CMAR is encouraged to purchase any additional insurance as it deems necessary.

O. Remedy of Outstanding items. The CMAR is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the CMAR, its subcontractors or anyone employed, directed or supervised by the CMAR.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the CMAR shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, its employees, subcontractors, agents or anyone employed the CMAR's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the CMAR shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, its employees, subcontractors or agents, for and against which the CMAR is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the CMAR of its obligation of indemnification set forth herein. If the CMAR or the CMAR's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the CMAR is adjudicated by the trier of fact to be liable, the CMAR agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the CMAR.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the CMAR, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The Owner and the CMAR each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the CMAR shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the Owner. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the Owner or the failure of the Owner to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the CMAR of any of its obligations hereunder.

10.09 ***CMAR Warranties.*** The CMAR hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the State of Nevada.

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

(iii) That its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement.

10.10 ***CMAR Employees.*** The CMAR shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the CMAR fails to remove any employee from the Work of this Agreement whom the Owner deems incompetent, careless or insubordinate, or whose continued employment on the Work is deemed by the Owner to be contrary to the public interest, the Owner reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the CMAR and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the Owner.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The CMAR shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The CMAR shall treat the information relating to the Project, which has been produced by the CMAR or provided by the Owner, as confidential and proprietary information of the Owner and shall not permit its release to other parties or make any public announcement or publicity release without the Owner's written authorization. The CMAR shall also require each subcontractor to comply with this requirement.

10.16 ***Site Inspection.*** The CMAR represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the CMAR compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed as follows:

CITY: Manager, Purchasing & Contracts
City Hall, 1st Floor
400 Stewart Avenue
Las Vegas, NV 89101

and

Director of Public Works
City Hall, 4th Floor
400 Stewart Avenue
Las Vegas, NV 89101

CMAR: Las Vegas Paving Corporation
Ryan Mendenhall
4420 South Decatur Blvd
Las Vegas, NV 89103

10.19 ***Prohibition Against Contingent Fees.*** The CMAR warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the CMAR, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the CMAR has against or with the Owner, notice thereof must be submitted in writing to the Owner's Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the CMAR. The Owner's Representative and the CMAR Representative shall meet within a reasonable time after receipt of the written notice in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. The purpose of written notification is to place the Owner on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the CMAR from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the CMAR shall have no further recourse against the Owner.

B. ***Resolution by Management.*** Any claim or dispute described in Section 10.20A of this Agreement which is not disposed of by mutual agreement between the Owner's Representative and the CMAR Representative shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the CMAR. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the CMAR receives its copy of such decision, the CMAR mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. Pending the final decision on the claim or dispute under this Section 10.20B or Section 10.20C, the CMAR shall proceed diligently with the performance of this Agreement.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.20B, the Owner and the CMAR shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the Owner for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final and conclusive. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. Any decisions resulting from the arbitration shall be binding and enforceable under the laws of the State of Nevada.

D. *Right of Consolidation.* Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the Owner or the CMAR. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. *Right of Joinder.* In the event the Owner is named as a party to any arbitration, or the Owner commences an arbitration against a party other than the CMAR, which action arises out of, results from or is connected with the construction of the Project or the performance of the CMAR services hereunder, the CMAR agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The consent to be included as part of the arbitration includes the consent that any decision resulting therefrom shall be binding and enforceable against the Parties thereto under the laws of the State of Nevada. None of the time provisions imposed under Section 10.20 A shall apply to the joinder rights provided herein in such a way as to preclude the Owner from joining the CMAR as a party to the arbitration proceeding which the Owner commences or is named as a party thereto.

If the CMAR is named as an additional party by the Owner, the CMAR shall not be entitled to any additional compensation from the Owner as a result of preparing for, and participating in, the arbitration.

F. *Discovery.* In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. *Award Final.* The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. *Mediation.* By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The notice of arbitration shall be tolled from the date written request for mediation is received by either party from the other party through the date that the mediation request is either rejected, or the mediation is completed.

10.21 *Attorney Fees.* The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 *Calendar Day.* All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 *Counterpart Signatures.* This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.24 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement.

CITY OF LAS VEGAS

____
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 9/22/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CMAR

____
Las Vegas Paving Corporation

"Company"

EXHIBIT A – SCOPE OF SERVICES

I. General Requirements

The Construction Manager shall perform the services described herein. Deliverables resulting from these services are identified in **Exhibit H**, "Required Deliverables", which shall be further reviewed and revised after award of the Agreement to assure alignment with the design consultant schedule.

The Construction Manager will comply with the provisions of NRS 338.020 to 338.090, inclusive as it relates to the Pre-Construction phase of the Project.

The Construction Manager will complete all the work required during the Pre-Construction phase as defined in **Exhibit C**, "Pre-Construction Services Performance Schedule", or as revised by mutual agreement by the Parties.

The Construction Manager shall be responsible for ensuring that all Pre-Construction services are completed in a satisfactorily manner.

II. Design and Construction Meetings

The Construction Manager and appropriate Key Personnel will attend Design and Construction Meetings with the Owner and Key Project consultants. The Construction Manager will produce and distribute meeting minutes to all parties in attendance as well as copies to all associated members no later than five (5) business days following such meetings.

III. Constructability Reviews

The Construction Manager will perform constructability reviews of the plans and specifications to provide the Owner comprehensive, detailed feedback and design recommendations to the Owner during the design development and construction document stages of the Project. The constructability reviews will provide coordination between disciplines and incorporate local construction practices, methods, materials, quality planning, "lessons learned", and identify deficiencies in the construction documents as a proactive means of influencing bid package scope and subcontractor change order reduction. Constructability reviews will include coordination between trades, sequencing, scheduling, cost effectiveness, omissions and/or discrepancies, phasing, ease of construction, technology capability, coordination of building systems, and any other material of ease of construction suggestions that will improve the overall Project. The Construction Manager will engage its superintendents, project managers, and engineers in this effort.

Constructability reviews will be performed concurrent with each major design submittal (i.e., 70% and 90%) and completed within three weeks. The Construction Manager will provide timely feedback to mitigate costly rework of design. Recommendations and results will be logged and tracked for incorporation into the Contract Documents.

IV. Alternative Technical Concepts

The Construction Manager will provide Alternative Technical Concepts (ATCs) in order to evaluate alternate materials, equipment, life cycle analysis and means-and-methods. This ATC product will be continually performed and presented to the Project Team for consideration for its incorporation into the Project during design. In the event of projected cost overruns, the Construction Manager will perform cost studies and estimating for alternative solutions to reduce Project cost. ATCs will be a continuous effort and the Construction Manager will incorporate this effort into the day-to-day routine of the Project and at Design and Construction Meetings. The Construction Manager will incorporate ATCs in the plans for subcontractor input.

V. Project Planning and Logistics

The Construction Manager shall develop a project plan and approach to build the Project. This approach will be spear-headed by the lead Project Manager with considerable input from the Construction Manager Superintendent to schedule and estimate the work, which shall address site logistics, soil and environmental conditions, infrastructure, parking, staging, and adjacent construction projects within the Valley View and Jones corridors. The project planning and logistics effort will initiate upon award of the Agreement in the design and construction meetings and will be updated with the flow of adjacent parameters. The Construction Manager will perform subsurface utility exploration and will develop a Utility Designation Plan for review by the Owner and Engineer team. In addition, the Construction Manager will prepare a Utility Conflict Schedule.

VI. Scheduling

The Construction Manager will take a lead role in incorporating all consultant schedules into the overall pre-construction schedule. The Construction Manager will be the primary responsible party for this document and take ownership of delivering the Project on time. The Construction Manager will establish the pre-construction milestones early and develop a pre-construction schedule for all deliverables and work product, including, but not limited to, utility coordination and identification of long lead scope items. The construction schedule will be a major focus and shall be completed and included in the initial subcontractor bid packages. Formal major monthly updates will be performed throughout the pre-construction phase.

VII. Estimating

The Construction Manager will use its roadway construction background, Las Vegas experience, and market knowledge to develop and yield accurate costing information. The Construction Management team will use this information for development of Project documents, material selections and to assist in making critical budget decisions and providing accurate estimates.

Estimates will be developed and updated with each deliverable from the architect/engineer team. The Construction Manager will provide numerous mini-estimates and cost studies during pre-construction to assist the Owner and Engineer team in important "component" decisions being considered for incorporation into the Project.

The Construction Manager will provide the Owner with a preliminary and final Guaranteed Maximum Price as a deliverable pursuant to **Exhibit H**, "Required Deliverables."

VIII. Project Controls

The Construction Manager will develop tools specifically tailored to the Project to gather, log and report critical information to keep the Owner informed throughout the term of the Agreement. This information will be readily available to the entire Project Team.

The Construction Manager will discuss Project control tools and options in the initial kick-off meeting and will work within reasonable guidelines established for the Project.

IX. Subcontracting

The Construction Manager will provide significant efforts to determine and invite qualified bidders to all trades of the Project generating subcontractor interest, soliciting bidders and performing prequalification, including outreach efforts for minority, woman/DBE subcontractors, suppliers and vendors. The Construction Manager will maintain a subcontractor database for the Project to ensure that the bid packages will be received and responded to and will develop reporting procedures to enable tracking of minority, women/DBE contract awards, including composition of subcontractor workforce.

X. Quality Control

The Construction Manager will analyze the documents to determine the optimum means and methods for the materials and equipment specified, and will develop inspection plans, checklists and a commissioning plan for major systems.

XI. Public Outreach Plan

The Construction Manager will develop a public outreach plan to be used to communicate with road users, the general public, area residences and business and appropriate public entities about the project, road conditions in the work zone, and safety and mobility effects of the work zone. The Construction Manager will be responsible for implementation of the public outreach plan before construction commences.

EXHIBIT B – ADDITIONAL PRE-CONSTRUCTION SERVICES

None authorized as of the date of this Agreement. Future within Additional Services Authorizations may be issued by the Owner in accordance with the provisions set forth in Section Four, "Additional Pre-Construction Services" and in Exhibit E, "Additional Pre-Construction Services Compensation."

EXHIBIT C – PRE-CONSTRUCTION SERVICES PERFORMANCE SCHEDULE

I. The schedule for deliverables is preliminary and will be finalized with the Design Team after award of the Agreement:

Responsibility Matrix	Two Weeks after NTP
Establish Master Report Format	Two Weeks after NTP
Master Report	Three Weeks after 70% and 90% Submittals
Quantities/Cost Estimates	Three Weeks after 70% and 90% Submittals
Utility Conflict Schedule	Three Weeks after 70% and 90% Submittals
Utility Designation Plan	Three Weeks after 70% and 90% Submittals
Public Outreach Plan	By 70% Plan Submittal
Implementation of Public Outreach Plan	By 90% Plan Submittal

II. Attend Design and Construction Meetings

Prepare Meeting Minutes	Within 5 business days after Meeting

EXHIBIT D – PRE-CONSTRUCTION SERVICES PAYMENT SCHEDULE

The Owner will pay the Construction Manager a fixed fee in the amount of $418,064, pursuant to Section 7.01, for the performance of services in accordance with this Agreement in eight (8) equal payments through the term of the Agreement. The Construction Manager may submit a monthly invoice requesting payment of the installment fee set forth below, except that the final invoice shall not be submitted until all of the services required to be performed by the Construction Manager under this Agreement have be completed.

Item	Description	Quantity	Installment Fee	Total Fixed Fee
1	Pre-Construction Services	8	$52,258	$418,064

EXHIBIT E – ADDITIONAL PRE-CONSTRUCTION SERVICES COMPENSATION

For any additional services performed under this Agreement, the Owner will pay the Construction Manager the agreed upon fixed fee which shall be determined by the labor rates and fee set forth in the Fee Structure Proposal dated 09/21/2010, and the estimated time to complete the additional services requested by the Owner. The fixed labor rates and fee are claimed by Construction Manager to be propriety information in accordance with Section 10.15 "Confidentiality". The Fee Structure Proposal dated 09/21/2010 is filed separately in the City's Purchasing and Contracts Division, and is incorporated herein by reference.

EXHIBIT F – KEY PERSONNEL LIST OF PRE-CONSTRUCTION SERVICES

Owner Representative: John O'Connell

Project Manager: Rosa Cortez, P.E.

The Construction Manager has assigned the following Key Personnel to the Project. Such Key Personnel are subject to the provisions of Section One, Paragraph 1.02.

Name	Position
Ryan Mendenhall	Project Manager
Ronald Riddels, Jr.	Cost Estimation
Jim Caviola, P.E., P.T.O.E.	Bidability/Constructability/Design
Mike Colety, P.E.	Bidability/Constructability/Design
Steven Stembridge	Lead Scheduler
Ben Romero	Safety Manager
Josh Turnes	Project Superintendent
Ron Riddels, Sr.	Electrical Superintendent
Larry Sharp	Quality Manager
Andy Michalsky, P.E.	Project Field Engineer
Scott Havens	Maintenance of Traffic (MOT) Manager

EXHIBIT G
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**	**Block 2** **Description**
Las Vegas Paving Corporation **Name**	**CMAR Pre-Construction Services, Jones & Valley View Corridor Improvements**
4420 S. Decatur Blvd **Address**	
Las Vegas, NV 89103 **Telephone**	
(702) 251-5800 **EIN or DUNS**	
88-0072823	**Contract No. 11.1730.05-LED**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mendenhall Family Trust	4420 S. Decatur, LV, NV 89103	(702) 251-5800
2.	Robert L. Mendenhall	4420 S. Decatur, LV, NV 89103	(702) 251-5800
3.			
4.			
5.			
6.			
7.			
8.	*Please see attached sheet for	Corporate Officers and Director.	
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ______________________

Date of Attached Document: ______________________ Number of Pages: ______________

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

____
Name

September 21, 2010
Date

Subscribed and sworn to before me this 21 day of September, 2010

____
Notary Public

Notary Public - State of Nevada
County of Clark
CHRISTINE WALDRON
My Appointment Expires
No: 08-7817-1 June 6, 2012

LAS VEGAS PAVING CORPORATION

Corporate Officers & Directors

8/2/2010

Robert L. Mendenhall	CEO / Chairman
Jay Smith	President / Director
Robert T. Mendenhall	V. President / Director
Marc Mendenhall	Secretary / Treasurer / Director
Lori Mendenhall	Director
Bill Wellman	Director
Rick Ewing	Director
Corey Newcome	Director
Clark Webster	Director
Dan Peressini	Director
Jim Barker	Director / General Counsel
Ryan Mendenhall	Director
Josh Mendenhall	Director

EXHIBIT H – REQUIRED DELIVERABLES

I. Specific deliverables anticipated for the Pre-Construction Phase of this Project include:

a. Responsibility Matrix

b. Master Report
   i. Constructability Review
   ii. Alternative Technical Concepts
   iii. Project Milestone Summary
   iv. Master Schedule (with Construction Phasing Plan)
   v. Long Lead Procurement Plan

c. Quantities/Cost Estimates

d. Utility Conflict Schedule

e. Utility Designation Plan

f. Budget Report

g. Subcontractor/Bidder's List

h. RFI Log

i. Submittal Log

j. Minority/DBE Outreach Plan, and Reporting

k. Project Quality Control Plan, and Reporting

l. Project Safety Plan, and Reporting

m. Public Outreach Plan

n. Preliminary and Final GMP

II. Attend Design and Construction Meetings

a. Prepare Meeting Minutes