

CLARK COUNTY, NEVADA
AIR QUALITY MAINTENANCE AND ATTAINMENT PLANNING
SUPPORT
CBE NO. 606387-22

RTP ENVIRONMENTAL ASSOCIATES INC
NAME OF FIRM
Gary McCutchen, Principal
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
304-A West Millbrook Road Raleigh, NC 27609
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(919) 845-1422
(AREA CODE) AND TELEPHONE NUMBER
g.mccutchen@rtpenv.com
E-MAIL ADDRESS

AIR QUALITY MAINTENANCE AND ATTAINMENT PLANNING SUPPORT

This Contract is made and entered into this _____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and RTP ENVIRONMENTAL ASSOCIATES INC (hereinafter referred to as CONSULTANT), for Air Quality Maintenance and Attainment Planning Support (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not-to-exceed \$1,172,370.00, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, CONSULTANT has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from the date of award through December 31, 2023, with the option to renew for one, one-year period subject to the provisions of Sections II and VIII herein. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) in accordance with the not to exceed amount per deliverable contained in Appendices 1 and 2 or in accordance with the hourly rates contained herein for services not listed in Appendices 1 and 2. It is expressly understood that the entire work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fees.

B. Milestone Payments

CONSULTANT will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A, Appendices 1 and 2).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials services, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

- d. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONSULTANT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount CONSULTANT will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT'S negligence, resulting from or arising out of errors or omissions in CONSULTANT'S work products, which have not been previously paid to CONSULTANT.
7. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to the addresses specified in Exhibit A, Section I.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. CONSULTANT will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to CONSULTANT.

SECTION III: SCOPE OF WORK

Services to be performed by CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in CONSULTANT'S cost or time required for performance of any services under this Contract, CONSULTANT shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by CONSULTANT of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by CONSULTANT shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. CONSULTANT has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. CONSULTANT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. CONSULTANT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by CONSULTANT, without prior written approval of COUNTY.
- B. Approval by COUNTY of CONSULTANT'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by CONSULTANT'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of CONSULTANT'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Yousaf Hameed, Department of Environment and Sustainability, telephone number (702) 455-1664 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. CONSULTANT will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. CONSULTANT shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.
- C. If CONSULTANT'S performance of services is delayed or if CONSULTANT'S sequence of tasks is changed, CONSULTANT shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of thirty (30) business days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CONSULTANT'S default.
 - b. Upon receipt or delivery by CONSULTANT of a termination notice, CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of CONSULTANT to fulfill contractual obligations it is determined that CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event CONSULTANT shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

SECTION X: INSURANCE

- A. CONSULTANT shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. CONSULTANT shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Department of Environment and Sustainability
Attn: Araceli Pruett, Senior Planner
4701 West Russell Road, Suite 200
Las Vegas, Nevada 89118

TO CONSULTANT: RTP Environmental Associates, Inc.
Attn: Gary McCutchen
304-A West Millbrook Road
Raleigh, NC 27609

SECTION XII: MISCELLANEOUS

A. Independent Contractor

CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, CONSULTANT agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare CONSULTANT in breach of the Contract, terminate the Contract, and designate CONSULTANT as non-responsible.

D. Assignment

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

CONSULTANT does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence (including, errors or omissions), recklessness or intentional misconduct of CONSULTANT or the employees or agents of CONSULTANT in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to CONSULTANT, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONSULTANT or any agent or representative of CONSULTANT to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against CONSULTANT as it could pursue in the event of a breach of this Contract by CONSULTANT; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CONSULTANT in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by CONSULTANT is subject to review by COUNTY to ensure contract compliance. CONSULTANT agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

CONSULTANT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

CONSULTANT shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by CONSULTANT shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

CONSULTANT shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by CONSULTANT is for COUNTY'S information only.

M. Disclosure of Ownership Form

CONSULTANT agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

- N. Authority
COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.
- O. Force Majeure
CONSULTANT shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. CONSULTANT shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- P. Severability
If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.
- Q. Non-Endorsement
As a result of the selection of CONSULTANT to supply goods or services, COUNTY is neither endorsing nor suggesting that CONSULTANT'S service is the best or only solution. CONSULTANT agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.
- R. Public Records
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.
- S. Companies that Boycott Israel
CONSULTANT certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.
- T. Conflicts
Pursuant to this Contract, and at any time thereafter at the request of COUNTY, CONSULTANT shall make a written determination as to the existence of any actual or potential conflict of interests. Further, the management of CONSULTANT will continue to maintain and periodically review a list of projects being performed nationwide to ensure the discovery of any such conflict. If such a conflict should arise or be discovered, CONSULTANT will notify COUNTY within two days after such discovery and take such action as required by COUNTY to minimize or remove the conflict.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

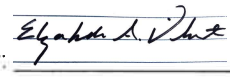
DATE

CONSULTANT:
RTP ENVIRONMENTAL ASSOCIATES, INC.

By: 
GARY MCCUTCHEN
Principal

11/16/22
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

Dec 14, 2022
DATE

EXHIBIT A
AIR QUALITY MAINTENANCE AND ATTAINMENT PLANNING SUPPORT
SCOPE OF WORK

A. PROJECT TITLE: Air Quality Maintenance and Attainment Planning Support

B. PROJECT OVERVIEW:

The Clark County Department of Environment and Sustainability (hereinafter referred to as COUNTY) is the air pollution control agency for all of Clark County, Nevada. It is tasked with developing and implementing high-quality, effective local programs to fulfill air quality regulatory requirements, thereby ensuring that the quality of the air in Clark County meets National Ambient Air Quality Standards (NAAQS).

The Las Vegas Valley (Hydrographic Area 212) within Clark County is classified as a maintenance area for the 1987 PM₁₀ NAAQS and a marginal nonattainment area for the 2015 O₃ NAAQS. It is expected to be reclassified as a moderate nonattainment area for the 2015 O₃ NAAQS in the near future. Under Section 175A of the Clean Air Act (CAA), the COUNTY is required to submit a plan demonstrating maintenance of the 1987 PM₁₀ NAAQS for a second 10-year period following the expiration of the initial maintenance period. Under Section 182(i) of the CAA, once the Las Vegas Valley is reclassified for O₃, the COUNTY is required to submit a plan demonstrating attainment of the 2015 O₃ NAAQS for addressing moderate nonattainment area planning requirements.

COUNTY is seeking the services of a qualified environmental consultant to assist with the preparation and finalization of documents and analyses that will be necessary components of the 1987 PM₁₀ NAAQS Maintenance and 2015 O₃ NAAQS Moderate Attainment plans. Once adopted, these plans will be submitted to the State of Nevada and U.S. Environmental Protection Agency (EPA) as revisions to the Nevada State Implementation Plan.

C. PROJECT LOCATION(S):

While the program is located in Clark County, Nevada, much of the work can be done remotely. Some work may need to be conducted in Clark County and can be negotiated by task.

D. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to develop an approvable and complete: (1) Second 10-Year Maintenance Plan for the 1987 PM₁₀ NAAQS (Second 10-Year PM₁₀ Maintenance Plan) and (2) Moderate Attainment Plan for the 2015 O₃ NAAQS (O₃ Moderate Attainment Plan). To achieve this goal, CONSULTANT shall be available to assist with the Project Tasks outlined in Section E of this Scope of Work.

The following objectives will be used to assess the extent to which the goal has been met:

- Final Second 10-Year PM₁₀ Maintenance Plan addresses all applicable CAA requirements and EPA regulations and aligns with EPA policy and guidance for maintenance plans.
- Final O₃ Moderate Attainment Plan addresses all applicable CAA requirements and EPA regulations and aligns with EPA policy and guidance for attainment plans.
- Plans are completed in a timely manner.
- DES, Environmental Protection Agency (EPA), and public input and concerns have been considered and addressed to the extent practicable.

E. PROJECT TASKS

CONSULTANT shall assist COUNTY with the following projects:

1. **Second 10-Year PM₁₀ Maintenance Plan.** This plan will serve as the second 10-year maintenance plan for the Las Vegas Valley PM₁₀ maintenance area and demonstrate how the area will maintain the standard through 2034 and meet the maintenance plan requirements established in CAA 175A. The plan shall follow existing EPA guidelines and procedures and address all relevant CAA requirements. CONSULTANT shall work collaboratively with COUNTY staff to update or develop documents and analyses that support the Second 10-Year PM₁₀ Maintenance Plan package and are consistent with COUNTY'S goals and objectives for the plan.
2. **O₃ Moderate Attainment Plan.** This plan will serve as the moderate attainment plan for the Las Vegas Valley nonattainment area and demonstrate how the area will attain the 2015 O₃ NAAQS and meet the requirements for moderate areas established in CAA 182(b). The plan shall follow existing EPA guidelines and procedures and address all relevant CAA requirements. CONSULTANT shall work collaboratively with COUNTY staff to update or develop documents and analyses that support the O₃ Moderate Attainment Plan package and are consistent with COUNTY'S goals and objectives for the plan.

Deliverables and Milestone Tasks: CONSULTANT shall complete all defined deliverables and milestones as described Section G of this Scope of Work.

Time and Materials (T&M) Tasks: CONSULTANT may be asked to complete other tasks in addition to defined deliverables and milestones to further support development of these project tasks. Additional tasks may include participating in meetings with the public, other agencies, or Board of County Commissioners; preparation of other relevant supporting analyses; addressing public and other agency comments; participation in meetings and coordination related to completing these tasks. Time and materials tasks will be described in the project work plan. The project work plan shall be approved by COUNTY before CONSULTANT proceeds with completing time and materials tasks.

F. STAFFING AND EQUIPMENT

CONSULTANT shall identify the key staff that will be assigned to this project. CONSULTANT shall inform COUNTY of all changes in project staff. If a change in staffing levels within the term of this contract affects CONSULTANT'S ability to provide deliverables or impacts the deliverable schedule, it is the responsibility of CONSULTANT to notify COUNTY, develop a solution to meet project schedule and deadlines, and to submit a request for an amendment to the contract for consideration, if necessary.

Upon request by COUNTY, CONSULTANT shall submit to COUNTY credentials of key staff members working on the project.

G. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:

This project will be paid on a T&M basis, per the fees listed in Appendices 1 and 2 and the rates listed in Section I. CONSULTANT shall complete all deliverables and meet all milestones per the schedules listed in Appendices 1 and 2. It is the responsibility of CONSULTANT to review all deliverables prepared by subcontractors and to work out details of that review to allow timely submission of all deliverables to COUNTY.

The following list describes the deliverables and milestones associated with each project:

A. Second-Year PM₁₀ Maintenance Plan Development

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and CONSULTANT may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. CONSULTANT'S Project Manager shall attend.
3. Monthly Progress Meetings. CONSULTANT'S Project Manager and other key staff, as appropriate, shall participate in monthly project progress meetings. These meetings can be conducted in person or via teleconference as agreed upon by COUNTY and CONSULTANT.
4. Additional Conference Calls. CONSULTANT'S Project Manager and other key staff, as appropriate, shall participate in additional calls with COUNTY staff, EPA, and other project participants, upon request by COUNTY. These meetings can be conducted in person or via teleconference as agreed upon by COUNTY and CONSULTANT.
5. Draft and Final Project Work Plan. This plan shall identify specific actions needed and anticipated schedule to complete the project milestones and deliverables listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table, of this Scope of Work.
6. Draft and Final Maintenance Plan Technical Approach Document. Outlines the technical approach that will be used to develop the maintenance plan and shall be reviewed and approved by DAQ and EPA.
7. Draft and Final Emission Projections. The emission inventories and projections shall include all PM₁₀ emission sources.
8. Draft Maintenance Plan and Technical Supporting Document. The draft maintenance plan shall be a consolidation of the chapters described below. The technical support document (TSD) shall provide a detailed description of the methodologies and technical details used to develop the emission inventory projections in the Second 10-Year PM₁₀ Maintenance Plan.
 - a. Executive Summary. The executive summary shall provide a summary of the maintenance plan sections and proposal for continued attainment (e.g., controls, attainment test results, etc.).
 - b. Plan Overview. The plan overview shall describe the plan's purpose, CAA requirements, PM₁₀ effects, PM₁₀ NAAQS history, description of the planning area, designation and planning history that includes designation dates and previous State Implementation Plan approvals, and the required components of a second maintenance plan.
 - c. Monitoring Network/Air Quality Data. The monitoring network/air quality data shall include a description and map of the PM₁₀ monitoring network, discussion on quality assurance and data validity, and an analysis of historic and recent air quality data.

- d. Maintenance Plan. The maintenance plan shall consist of the following components described in detail below: emissions inventory, control strategy, maintenance demonstration, monitoring network-verification of continued attainment, contingency plan, and transportation conformity.
- (1) Emissions Inventory. The emissions inventory shall include a base year inventory of actual emissions, an intermediate year inventory, and a 10-year projected (maintenance year) inventory, including all assumptions, data sources, emission factors, and emission estimation methodology.
 - (2) Control Strategy. The control strategy shall identify the permanent and enforceable control measures that will ensure the standard is maintained through maintenance period and an analysis of the projected emissions reductions from these measures (air quality trend analysis/weight of evidence).
 - (3) Monitoring Network-Verification of Continued Attainment. The monitoring network-verification of continued attainment shall include provisions for the continued operation of air quality monitors to verify the attainment status of the area.
 - (4) Maintenance Demonstration. The maintenance demonstration shall demonstrate that the control strategy is adequate to maintain the NAAQS through the second 10-year maintenance period, usually done through air quality modeling. Maintenance shall be demonstrated using the rollback model approach used in COUNTY's 2001 PM₁₀ SIP and 2012 PM₁₀ Redesignation Request and Maintenance Plan
 - (5) Contingency Plan. The contingency plan shall include a list of contingency measures to assure prompt correction of any violation of the NAAQS.
 - (6) Transportation Conformity- Motor Vehicle Emissions Budgets. The transportation conformity shall address the conformity provisions applicable to maintenance areas under Section 176 of the CAA based on an on-road motor vehicle emissions budget provided by COUNTY.
9. Draft and Final Public and EPA Comments. U Upon request, CONSULTANT shall assist COUNTY in addressing any public and EPA comments. Assistance shall include responding to comments, augmenting the technical analyses and revising the subject documents as needed, and providing a summary of the comments.
10. Final Maintenance Plan and TSD. The final maintenance plan and TSD shall incorporate any revisions based on public, EPA, and COUNTY staff comments and be delivered in a format suitable for submissions to the EPA.
11. Final Project Review Summary and Claim Release. This deliverable shall be submitted at the completion of the project and in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. The review summary and claim release form will be provided by COUNTY.
12. Additional Technical Support. Upon request, CONSULTANT shall assist COUNTY in any supplementary tasks to complete any necessary but unforeseen activities that may arise during the SIP project. These additional tasks may include preparing additional contingency measures, regulation development, and any other tasks deemed necessary for attainment purposes and SIP approval. These tasks shall be coordinated with and approved by COUNTY before CONSULTANT proceeds with beginning work and are to be billed under Time and Materials rates provided in Section I.

B. O₃ Moderate Attainment Plan Development

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and CONSULTANT may begin work.
2. Draft and Final Project Work Plan. This plan shall identify specific actions needed and anticipated schedule to complete the project milestones and deliverables listed in Appendix 2, Milestone/Deliverable/Invoicing Schedule Table, of this Scope of Work.
3. Progress Meetings. CONSULTANT'S Project Manager and other key staff, as appropriate, shall participate in project progress meetings, upon request by COUNTY. These meetings can be conducted in person or via teleconference as agreed upon by COUNTY and CONSULTANT.
4. Additional Conference Calls. CONSULTANT'S Project Manager and other key staff, as appropriate, shall participate in additional calls with DAQ staff, EPA, and other project participants, upon request by COUNTY. These meetings can be conducted in person or via teleconference as agreed upon by COUNTY and CONSULTANT.

5. Draft and Final Attainment Demonstration Rules. CONSULTANT shall prepare rules to impose the necessary requirements for stationary and other sources for purposes of implementing the 2015 O₃ NAAQS and in accordance with the relevant CAA and regulatory requirements for moderate nonattainment areas. These rules can include but are not limited to Reasonably Available Control Technology (RACT), Reasonably Available Control Measures (RACM), 15% Rate-of-Progress (ROP), and attainment control measures. CONSULTANT shall work with COUNTY and other project participants on the development of these rules.
6. Draft and Final Contingency Measure Rules. CONSULTANT shall prepare rules for imposing contingency measures based on failure to attain. Task may also include, as directed by DAQ, identification and technical work to justify adoption of certain measures to satisfy contingency measure obligations. CONSULTANT shall work with COUNTY and other project participants on the development of these rules.
7. Section 52 Revisions. Upon request, CONSULTANT shall assist COUNTY developing and/or reviewing a replacement rule for the 1979 SIP-approved version of Air Quality Regulations (AQR) Section 52.
8. Draft and Final TSD for Proposed Rule Revisions. The technical support document (TSD) shall explain the basis for the proposed rule changes and include a compilation of all public comments and responses, stating for each whether the comment was considered applicable and what (if any) changes were made to the draft rule as a result.
9. Review Emission Inventory/Attainment TSD. COUNTY will provide a TSD that includes a detailed description of the methodologies and technical details used to develop the emission inventories and attainment demonstration for the 2015 O₃ NAAQS Moderate Attainment Plan. This document shall be used to support the attainment plan.
10. Draft Attainment Plan. The draft attainment plan shall be a consolidation of the following chapters:
 - a. Executive Summary. The executive summary shall provide a summary of the attainment plan sections and proposal for attainment (e.g., controls, attainment test results, etc.).
 - b. Plan Overview. This chapter shall provide background information on O₃ production and health effects, history of the O₃ NAAQS, description of the planning area, and the area's designation and planning history including designation dates and previous State Implementation Plan approvals.
 - c. Attainment Plan Requirements. This chapter shall explain the purpose of the attainment plan and identify the relevant CAA and regulatory requirements for moderate nonattainment areas.
 - d. Monitoring Network/Air Quality Trends. This chapter shall provide a description and map of the O₃ monitoring network, discussion on quality assurance and data validity, an analysis of historic and recent air quality data and design value calculations.
 - e. Emissions Inventory. This chapter shall include a base year inventory of actual emissions, an intermediate year inventory, and a projected (attainment year) inventory, including all assumptions, data sources, emission factors, and emission estimation methodology.
 - f. Air Quality Modeling Analysis. This chapter shall provide a summary and conclusions from the TSD, including descriptions of the models used for the attainment demonstration.
 - g. RACT SIP. This chapter shall present the results of the RACT analysis and demonstrate how the COUNTY has met the VOC and NO_x RACT requirements of Sections 182(b)(2) and 182(f) of the CAA and 40 CFR 51.1312(a) and (b) for the 2015 O₃ standard.
 - h. ROP Plan. This chapter shall demonstrate how implementation of the control strategy will achieve ROP and establish a schedule for emissions reductions to achieve the ROP. It shall explain the ROP requirements and how a 15% emissions reduction will be achieved within six years of the baseline year (2017) emissions. CONSULTANT shall work with COUNTY and other project participants on the development of the ROP Plan.
 - i. Control Strategy. This chapter shall be based on the TSD and describe the existing control measures and any additional reasonably available control measures required to achieve attainment, how the measures will be implemented and enforced, and how emission reductions are determined. For voluntary measures, include reduction credit requested, how effectiveness will be tracked, and how the agency will respond to shortfalls in emission reductions. CONSULTANT shall work with COUNTY and other project participants on the development of a control strategy.
 - j. RACM SIP. This chapter shall present the results of the RACM analysis and demonstrate how the COUNTY has adopted all RACM necessary to meet any ROP requirements and to demonstrate attainment as expeditiously as practicable and that no additional reasonably available measures would advance the attainment date, in accordance with Section 172(c)(1) of the CAA and 40 CFR 51.1312(c) for the 2015 O₃ standard.

- k. Attainment Demonstration. This chapter shall be based on the TSD and include a weight of evidence analysis using the emissions forecasts, photochemical modeling results, and proposed control strategy scenarios that shows the area will attain the standard by the applicable attainment date.
- l. Contingency Plan. This chapter shall identify the contingency measures that will take effect without further action by the air agency or EPA should the area fail to achieve ROP goals or attain the 2015 O₃ NAAQS by the attainment date, as described in Section 172(c)(9) of the CAA. CONSULTANT shall work with COUNTY and other project participants on the identification of potential contingency measures.
- m. I/M Plan. This chapter shall describe how the current inspection and maintenance (I/M) plan meets the basic I/M requirements
- n. Section 52. This chapter shall explain the rationale for replacing the existing 1979 AQR Section 52 with a replacement rule.
- o. Conformity. This chapter shall be based on the TSD and describe the transportation conformity provisions applicable to nonattainment areas under Section 176 of the CAA and include an on-road motor vehicle emissions budget. It shall also describe the general conformity requirements and provide estimates for forecasted airport emissions.
- p. Conclusion. This chapter shall summarize the key components of the plan and how the relevant CAA and regulatory requirements for moderate nonattainment areas have been met.
- q. Draft and Final Public and EPA Comments. Upon request, CONSULTANT shall assist COUNTY in addressing any public and EPA comments. Assistance shall include responding to comments, augmenting the technical analyses and revising the subject documents as needed, and providing a summary of the comments.
- r. Final Attainment Plan. The final attainment SIP shall incorporate any revisions based on public, EPA, and COUNTY comments and be delivered in a format suitable for submission to the EPA.
- s. Additional Technical Support. Upon request, CONSULTANT shall assist COUNTY in any supplementary tasks to complete any necessary but unforeseen activities that may arise during the SIP project. These additional tasks may include preparing additional contingency measures, regulation development, and any other tasks deemed necessary for attainment purposes and SIP approval. These tasks shall be coordinated with and approved by COUNTY before CONSULTANT proceeds with beginning work and are to be billed under Time and Materials rates provided in Section I.
- t. Final Project Review Summary and Claim Release. This deliverable shall be submitted at the completion of the project and in accordance with the date listed in Appendix 2, Milestone/Deliverable/Invoicing Schedule Table. The review summary and claim release form will be provided by COUNTY.

H. DOCUMENT SUBMITTAL:

All deliverables must be submitted via email to: Yousaf Hameed, Project Manager (Hameed@ClarkCountyNV.gov), unless otherwise specified.

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, CONSULTANT shall contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

If CONSULTANT is unable to submit deliverables via email, and COUNTY project manager has agreed, then deliverables may be submitted via U.S. mail or commercial courier or parcel service. Only one deliverable should be submitted per disk, and CONSULTANT should ensure that each disk is labeled with the project title and project number listed in this scope of work.

Deliverables submitted via email to Hameed@ClarkCountyNV.gov, or U.S. mail or commercial courier or parcel service shall be mailed to the following address:

Yousaf Hameed, Principal Air Quality Specialist
 Clark County Department of Environment and Sustainability
 4701 W. Russell Road, Suite 200
 Las Vegas, NV 89118

Within thirty (30) calendar days of receipt of a deliverable, COUNTY'S Project Manager will approve or reject the deliverable and notify CONSULTANT in writing. If more time is needed for review of deliverables, as in the case of a peer review, COUNTY will notify CONSULTANT in writing and provide an estimated number of days for review. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Agreement/Contract. CONSULTANT shall correct the deficiencies and resubmit an acceptable deliverable to COUNTY within ten (10) calendar days for approval, unless otherwise directed by COUNTY. Upon CONSULTANT'S request and justification, COUNTY may grant CONSULTANT more time for corrections. Invoice payment will be withheld pending deliverable approval.

I. INVOICING SCHEDULE AND REQUIREMENTS:

CONSULTANT shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the "not-to-exceed" fee(s) listed in Appendices 1 and 2, Milestone/Deliverable/Invoicing Schedule Table. For time and materials work, as defined in Sections G.A and G.B, CONSULTANT shall invoice COUNTY on a time and materials basis at the following rates:

Labor Category	Rates
Senior Engineer/Scientist	\$270.00
Principal	\$340.00
Staff Engineer/Scientist	\$225.00
Research Assistant	\$95.00

Invoices for PM₁₀ maintenance work shall be submitted via email to the identified COUNTY Project Manager, or by United States mail or commercial courier/parcel service addressed as follows:

Yousaf Hameed, Principal Air Quality Specialist
Hameed@ClarkCountyNV.gov
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

Invoices for O₃ attainment work shall be submitted via email to the identified COUNTY Project Manager, or by United States mail or commercial courier/parcel service addressed as follows:

Araceli Pruett, Senior Planner
Araceli.Pruett@clarkcountynv.gov
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

PLEASE DO NOT SEND INVOICES VIA EMAIL **AND** MAIL, please select one submission option or the other and submit invoices only once.

Appendix 1
MILESTONE/DELIVERABLE/INVOICING SCHEDULE TABLE
Project Name: Second Year PM₁₀ Maintenance Plan Development
Project Manager: Yousaf Hameed

Anticipated Due Date (on or before)	Deliverable (D) or Milestone (M)	Description of Deliverable or Milestone	Not-to-Exceed Amount
12/8/2022	M	Contract Award and Mobilization	No fee allowed
12/8/2022	D	Project Kick-off Call	\$880
12/12/2022	D	Project Work Plan	\$2,840
12/19/2022	D	Maintenance Plan Technical Approach Document	\$10,230
Monthly or as needed	M	Monthly Progress Meetings	\$9,480
As needed	M	Additional conference calls	\$4,740
1/30/2023	D	Draft Emissions Projection Budget	\$57,400
4/21/2023	D	Final Emissions Projection Budget	\$10,060
2/15/2023	D	Draft Executive Summary/Plan Overview	\$10,400
2/15/2023	D	Draft Monitoring Network/Air Quality Data	\$10,400
2/28/2023	D	Draft Emissions Inventory	\$13,640
2/28/2023	D	Draft Control Strategy	\$10,740
2/28/2023	D	Draft Monitoring Network/Verification of Continued Attainment	\$10,400
2/28/2023	D	Draft Maintenance Demonstration	\$11,820
2/28/2023	D	Draft Technical Support Document (TSD)	\$31,600
2/28/2023	D	Draft Contingency Plan	\$6,080
3/4/2023	D	Draft Transportation Conformity- MVEBs	\$7,160
3/4/2023	D	Draft TSD (for public comment)	\$2,160
3/22/2023	D	Draft Maintenance Plan (for public comment)	\$6,420
To be determined	D	Stakeholder Outreach	\$6,910
4/15/2023	D	Comment Response Document	\$10,740
4/21/2023	D	Final Maintenance Plan	\$6,480
4/21/2023	D	Final TSD	\$6,480
To be determined	D	Research Symposium	\$12,360
To be determined	D	Additional Technical Support	\$49,960
To be determined	D	End-of-Contract Final Project Review and Claim Release	\$0
		Total Not to Exceed Amount:	\$309,380

Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the CONTRACT. Any changes to deliverables or milestones that include material changes to scope, cost or CONTRACT term, must be executed through formal amendment.

Appendix 2
MILESTONE/DELIVERABLE/INVOICING SCHEDULE TABLE
Project Name: O₃ Moderate Attainment Plan
Project Manager: Araceli Pruett

Anticipated Due Date (on or before)	Deliverable (D) or Milestone (M)	Description of Deliverable or Milestone	Not-to-Exceed Amount
12/12/2022	D	Project Work Plan	\$2,160
As Needed	M	Strategy Meetings	\$29,240
As Needed	M	Conference calls with DAQ, EPA, and other project participants	\$25,380
1/15/2023	D	Summary of Recommended RACM/RACT Rule Revisions	\$5,000
2/20/2023	D	Attainment Demonstration Rules	\$243,600
3/30/2023	D	Second Draft Attainment Demonstration Rule Revisions	\$58,900
6/15/2023	D	Final Draft Attainment Demonstration Rule Revisions (pre workshop)	\$29,800
TBD	D	Final Draft Attainment Demonstration Rule Revisions (post workshop)	\$29,800
4/24/2023	D	Contingency Measure Rules	\$48,680
5/15/2023	D	Section 52	\$52,720
6/1/2023	D	Draft TSD for Proposed Rule Revisions	\$26,520
6/15/2023	D	Final TSD for Proposed Rule Revisions	\$14,080
12/30/2022	M	Review Emission Inventory/Attainment TSD	\$5,960
2/1/2023	D	Draft Executive Summary/Plan Overview/Attainment Plan Requirements	\$5,000
2/1/2023	D	Draft Monitoring Network/Air Quality Data	\$9,320
12/15/2022	D	Draft Emissions Inventory	\$9,320
5/1/2023	D	Draft Air Quality Modeling Analysis	\$10,740
4/8/2023	D	Draft RACT SIP	\$14,080
5/23/2023	D	Draft RACM SIP	\$14,080
5/23/2023	D	Draft ROP Plan	\$14,080
5/23/2023	D	Draft Control Strategy	\$9,320
5/23/2023	D	Draft Contingency Plan	\$9,320
5/30/2023	D	Draft Attainment Demonstration	\$9,320
4/20/2023	D	I/M Plan	\$5,710
6/1/2023	D	Section 52	\$11,140
5/1/2023	D	Draft Conformity	\$4,660
5/1/2023	D	Draft Conclusion	\$6,820
6/27/2023	D	Draft Attainment Plan (for public comment)	\$14,900
10/18/2023	D	Draft Comment Response Document	\$21,640
11/4/2023	D	Final Comment Response Document	\$9,200
11/4/2023	D	Final Attainment Plan	\$12,500
To be determined	To be determined	Additional Technical Support	\$100,000
To be determined	D	End-of-Contract Final Project Review and Claim Release	\$0
		Total Not to Exceed Amount:	\$862,990

Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the CONTRACT. Any changes to deliverables or milestones that include material changes to scope, cost or CONTRACT term, must be executed through formal amendment.

EXHIBIT B
AIR QUALITY MAINTENANCE AND ATTAINMENT PLANNING SUPPORT
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONSULTANT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. CONSULTANT'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** CONSULTANT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. **Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Automobile Liability:** Subject to Paragraph F of this Exhibit, CONSULTANT shall maintain limits of 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 CONSULTANT and **any auto** used for the performance of services under this Contract. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- H. **Professional Liability:** CONSULTANT shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- I. **Workers' Compensation:** CONSULTANT shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure to Maintain Coverage:** If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
- M. **Cost:** CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

- O. **Insurance Form Instructions:** The following information must be filled in by CONSULTANT'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONSULTANT'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Automobile Liability (Any Auto)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Combined Single Limit (\$1,000,000)
 5. Worker's Compensation
 6. Professional Liability
 - (E) Policy Number
 - (F) Policy Effective Date
 - (G) Policy Expiration Date
 - (H) Aggregate (\$1,000,000)
 7. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: C606387-22 Air Quality Maintenance and Attainment Planning Support

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606387-22, entitled AIR QUALITY MAINTENANCE AND ATTAINMENT PLANNING SUPPORT;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.