

CLARK COUNTY
DEPARTMENT OF AVIATION

Contract To Prepare An
Environmental Impact Statement
for the
Southern Nevada Supplemental Airport

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**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

This Contract is made and entered into this _____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and Landrum & Brown, Incorporated (hereinafter referred to as "CONSULTANT") (collectively, the "PARTIES"), to prepare an Environmental Impact Statement ("EIS") for the proposed Southern Nevada Supplemental Airport ("SNSA") (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with an initial budget allowance not to exceed \$ 1,016,510.00 for Phase One, including all travel, lodging, meals, and miscellaneous expenses, to complete Phase One work; 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; and

WHEREAS, the Federal Aviation Administration ("FAA") and the Bureau of Land Management ("BLM") (collectively, the Joint Lead Agencies ("JLA")) have reviewed and concurred in the Scope of Work to be undertaken for Phase One pursuant to this Contract; and

WHEREAS, CONSULTANT and the JLA will subsequently develop final scopes of work for Phases Two and Three, and CONSULTANT and OWNER will subsequently negotiate and agree to a reasonable fee for these additional Phases, at which point, OWNER will amend this Contract according.

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

- A. All work conducted by CONSULTANT pursuant to this Contract shall be in accordance with the terms of the 2019 *Memorandum of Understanding Among the United States Federal Aviation Administration, the United States Department of the Interior – Bureau of Land Management and Clark County Department of Aviation* (the "MOU"). Toward that end, the provisions of the MOU that address the conduct of CONSULTANT are incorporated by reference into this Contract. In the event of a conflict between or among the MOU, this Contract, and the Scope of Work, the following order of precedence shall control:
1. This Contract
 2. The MOU
 3. The Scope of Work in **Exhibit A** to this Contract,
- B. 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 or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Pursuant to the MOU, CONSULTANT must obtain the approval of the JLA, and OWNER prior to employing any persons in furtherance of the performance and services hereunder. Once such approval is acquired, 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 save OWNER harmless from all matters relating to the payment of its employees, including compliance with

social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

- C. 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.
- D. CONSULTANT acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subconsultants 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, gender, ethnicity, disability, national origin, age, sex, sexual orientation, gender expression, gender identity, or any other protected status, OWNER may declare CONSULTANT in breach of the Contract, terminate the Contract, and designate CONSULTANT as non-responsible.
- E. CONSULTANT acknowledges that CONSULTANT and any subconsultants, agents, or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, 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. OWNER 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.
- F. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subconsultants 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. The PARTIES shall confer as often as necessary to assure their common understanding as to the full range of federal, state, and local laws and policies that may apply to the PROJECT. The FAA, with the participation and concurrence of the BLM, in consultation with any designated cooperating agency, and appropriate advice and assistance from OWNER shall be responsible for the legal sufficiency of the EIS for the PROJECT. CONSULTANT will not produce a work product that 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. Permitted or required approval by OWNER 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. OWNER'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 OWNER caused by CONSULTANT's performance or failures to perform under this Contract.
- H. Sarah Potter shall be CONSULTANT's Project Manager. The Project Manager will manage the performance of all services under this Contract. All of the services specified by this Contract shall be

performed by the Project Manager, or by CONSULTANT's associates and employees under the personal supervision of the Project Manager. The Project Manager may select such personnel so long as this Contract at all times is performed by the Key Team Members identified in **Exhibit H** hereto and made a part hereof. CONSULTANT shall not replace or substitute any Key Team Member without the written approval of OWNER, which approval may be withheld in OWNER's sole discretion. Should any Key Team Member be unable to complete his or her responsibilities for any reason, CONSULTANT shall identify a qualified person to replace him or her. Should OWNER elect not to approve a replacement or substitute Key Team Member, OWNER may elect in its sole discretion to terminate this Contract for default. If CONSULTANT fails to make an approved replacement within 30 days, OWNER may, in its sole discretion, terminate this Contract for default.

- I. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER 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 OWNER, shall become the property of OWNER, and upon completion or termination of this Contract, whichever comes first, shall be delivered to FAA as the administrative lead of the underlying EIS. 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 OWNER or others. OWNER and JLA shall have the right to reproduce all documentation supplied pursuant to this Contract.
- J. CONSULTANT agrees that its officers and employees will cooperate with FAA, BLM, and OWNER in the performance of services under this Contract and will be available for consultation with JLA and OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. 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 the State of Nevada, OWNER, or any other political subdivision of the State of Nevada.
- L. ANTI – DISCRIMINATION
 - 1. The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidizing private discrimination. It is unlawful for CONSULTANT in connection with performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of their race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation, or other terms, conditions, or privileges of employment because of their race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.
 - 2. Contracts between CONSULTANT and public bodies must contain the following contractual provisions:
 - a. In connection with the performance of work under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed,

- color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay, or other forms of compensation.
- b. CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
 - c. Any violation of such provision by CONSULTANT constitutes a material breach of contract.
 - d. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.
3. CONSULTANT acknowledges that if discrimination has occurred, OWNER may declare CONSULTANT in breach of contract, terminate the Contract, and designate CONSULTANT as non-responsible.
 4. The Clark County Board of County Commissioners (Board) encourages a greater degree of participation of small, minority, women-owned, and other socially and economically disadvantaged businesses in the Clark County procurement process of construction projects, commodities and services. The Board wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process of Clark County. Therefore, the COUNTY expects CONSULTANT to use its small, minority, women-owned and disadvantaged business enterprises sub-consultants to the fullest extent appropriate to complete the work under this CONTRACT in order to fulfill the COUNTY's commitment to these business enterprises.

M. AIRPORT SECURITY

1. Harry Reid International Airport ("AIRPORT" or "OWNER PROPERTY")

For security purposes, OWNER PROPERTY is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of OWNER PROPERTY;
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA.

All CONSULTANT personnel working on OWNER PROPERTY, Landside, Airside or Sterile Areas, must be badged for security and identification purposes.

2. Federal Regulations

- a. 49 Code of Federal Regulation (CFR) Part 1542, governing US Commercial Airports Security Program requires that security of the Sterile Areas and the Secured Areas/SIDA at Harry Reid International Airport must always be maintained. This regulation has a provision for enforcement by the Transportation Security Administration ("TSA"), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or violations or actual security breaches and violations by authorized and unauthorized persons and vehicles entering the Secured Area/SIDA on Harry Reid International Airport. OWNER will be reimbursed by CONSULTANT for any fines levied for breaches or violations of security due to CONSULTANT's activities or those of any tier subconsultant. At all times when working on the AIRPORT, regardless of location, CONSULTANT's personnel must visibly display above the waist and on

their outermost garment the appropriate Harry Reid International Airport security identification badge.

- b. CONSULTANT agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations and Rules by CONSULTANT and its employees or any of CONSULTANT subconsultants, vendors, suppliers, and agents, and their employees.
- c. CONSULTANT acknowledges that Harry Reid International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions or poses a safety or security risk to the AIRPORT, which in its sole judgment would render that person an unacceptable risk to the security of the AIRPORT.

3. Access to the Airport Security Areas

Access to the AIRPORT Secured Area/SIDA/Sterile Area can be gained by personnel displaying a Maroon or Green badge. A Yellow badge is required for all personnel who do not have a Maroon or Green badge. Yellow badge holders must be escorted into the Airport Secured Area/ SIDA/Sterile Area by an individual with unescorted access authority. Yellow badge holders do not have escort authority. The ratio of Yellow badge holders to Green badge holders is five to one (5:1). CONSULTANT will be allowed access to only those areas necessary to complete the services performed under this Contract.

4. AIRPORT Security Area Work Areas

If a Maroon or Green badge holder enters a part of the AIRPORT Secured Area/SIDA/Sterile Area for which access has not been authorized, CONSULTANT may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the AIRPORT by OWNER. OWNER also reserves the right to fine CONSULTANT \$1,000.00 per each violation committed by its employees or any of CONSULTANT's subcontractors, vendors, suppliers, and agents, and its employees.

5. Landside/Public Work Areas

CONSULTANT's personnel with a Yellow badge can gain access to Landside/Public work areas without escort only as stipulated by OWNER.

- N. CONSULTANT agrees to provide the information on the attached "Disclosure of Ownership/Principals" form, **Exhibit D**.
- O. The rights and remedies of OWNER 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 II: RESPONSIBILITY OF OWNER

- A. OWNER 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 OWNER's representative, John. M. Wagner, telephone number (702) 261-5732 or his designee. OWNER's representative may delegate any or all of their

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 the JLA and OWNER's representative may be reported in writing as needed to CONSULTANT. It is understood that these review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data that OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, surveys, records, and other pertinent documents.
 - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, and other documents and information related to the services specified by this Contract.

CONSULTANT shall return any original data provided by OWNER.

- E. OWNER shall assist CONSULTANT in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONSULTANT will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION III: SCOPE OF WORK

- A. Services to be performed by CONSULTANT for the preparation of the EIS shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto and made a part hereof. The services to be performed by CONSULTANT under this Contract will be authorized in three Phases. The Scope of Work for Phase One, as set forth in **Exhibit A**, upon initial Contract execution has been approved by the JLA and OWNER and is final.
- B. CONSULTANT and the JLA will subsequently develop final scopes of work for Phases Two and Three. Upon approval by the JLA, these additional Scopes of Work shall be incorporated into **Exhibit A** and made a part of this Contract. Once the Scopes of Work for Phases Two and Three are approved by the JLA, CONSULTANT and OWNER will negotiate a reasonable fee for these additional Phases. The Contract will be amended once the additional phases are scoped and costed to cover the additional work and costs. CONSULTANT shall not commence any work in any Phase until it has received a Notice to Proceed from OWNER's representative for such work.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The JLA may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. The JLA have agreed to coordinate and consult with OWNER regarding any such changes. If such changes cause an increase or decrease in CONSULTANT's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT or Scope of Work shall be made and this Contract or **Exhibit A** (Scope of Work) shall be modified in writing accordingly.

CONSULTANT shall not undertake any work or incur any expenses associated with any such amendment or modification until OWNER has approved the modification and issued a Notice to Proceed, and in no event shall CONSULTANT undertake any work or incur any expenses in excess of the budget amount set forth in Paragraph A of Section V of this Contract. Any claim of CONSULTANT for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by CONSULTANT of notification of change unless OWNER grants a further period of time before the date of final payment under this Contract.

- B. No services for which additional compensation will be charged by CONSULTANT shall be furnished without the written authorization of OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. Not to Exceed Limits

1. *Phase One.* OWNER initially agrees to pay CONSULTANT for the performance of services described in the Scope of Work – Phase One. OWNER's obligation to pay CONSULTANT for the Phase One, cannot exceed the amount of \$1,016,510.00, based on the hourly rates as shown in **Exhibit I** (Fees and Rates), subject to the provisions set forth below. It is expressly contemplated that Phase One will be able to be completed within that budget, subject to delays, changes in scope, or other circumstances not contemplated as of the date of execution of this Contract. It shall be OWNER's responsibility to manage the budget appropriately so that the EIS can be completed within that budget, to the maximum extent practical and absent unforeseen circumstances. Rates used in the cost estimate for Phase One, as set forth in **Exhibit I**, shall apply only to Phase One. Rates for future Phases under this Contract may be adjusted. However, all adjustments are subject to negotiation and agreement of the PARTIES as reflected in future Phases. In no case will rates be increased by more than 3% per year. Further, negotiated rates will reflect fully loaded costs and will not be adjusted after the fact to reflect changes such as adjustments to audited overhead rates.
2. *Phase Two.* [Subject to future amendment]
3. *Phase Three* [Subject to future amendment]

B. Personnel Hours

1. Travel time to and from the PROJECT site will not be paid for. Travel expenses will be reimbursed consistent with Paragraph D(8) of this section.
2. All hours for Phase One will be paid for at the rates identified in **Exhibit I**. CONSULTANT may negotiate revised rates for both future Phases. OWNER will not pay increased rates for "overtime."

- C. Except as otherwise specifically provided in the Scope of Work, CONSULTANT shall be responsible for the costs associated with: (1) the printing and publication of the draft and final copies of the EIS; (2) the publication of notices announcing public workshops, meetings, hearings, and the like; (3) stenographic, clerical, and translation services; (4) preparation of graphics and visual aids associated with any public workshops, meetings, and hearings.

D. Payments

1. OWNER shall pay CONSULTANT for services satisfactorily performed and invoiced to OWNER not more than monthly. Invoices shall be supported by payrolls, time cards, and other proof as may reasonably be required by OWNER. Timesheets with a general description of the work being performed must be maintained by the hourly and salaried employees and submitted with invoice. Expenses must be supported by receipts.
2. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by OWNER's representative.
3. OWNER's representative shall notify CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph D.1 above. Upon resolution of the disputed amount by OWNER and CONSULTANT, payment will be made in accordance with paragraph D.1 above.
4. No penalty will be imposed on OWNER if OWNER fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
5. In the event that legal action is taken by OWNER or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
6. OWNER shall subtract any 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. Invoices shall be submitted to:

Clark County Department of Aviation, c/o Accounts Payable,
P.O. Box 11004, Las Vegas, NV 89111-1004
or via email at AccountsPayable@LASairport.com.

Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. All invoices should include the following information:

- a. Company
 - b. Complete Address (including street, city, state, and zip code)
 - c. Telephone Number
 - d. Contact Person
 - e. Itemized description of products delivered (including quantities) or services rendered (including dates)
 - f. Clark County Department of Aviation Purchase Order Number
 - g. Company's Tax Identification Number
 - h. Contract Number
 - i. Itemized pricing and total amount due (excluding Sales and Use Tax)
8. All expenses, including travel expenses, will be reimbursable without any markups and without any overhead on subconsultant's labor or direct expenses. OWNER shall reimburse for actual coach class air transportation, for actual local transportation via car rental, taxi-cab or transportation network companies (e.g., Lyft and Uber).

E. OWNER'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 OWNER's financial responsibility as indicated in paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the Board of County Commissioners fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.
3. OWNER's total liability for all charges for services that may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to CONSULTANT.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by CONSULTANT without prior written approval of the JLA and OWNER. The subcontractors identified in **Exhibit C** hereto are hereby approved for work that falls within the Scope of Work.
- B. Approval by the JLA and OWNER of CONSULTANT's request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 OWNER caused by negligent performance or non-performance of work under this Contract by CONSULTANT's subconsultant or its sub-subconsultant.
- C. The compensation due under Section V shall not be affected by OWNER's approval of CONSULTANT's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence in the performance of this Contract as reflected in the schedule adopted by the JLA.
2. CONSULTANT shall complete the Scope of Work in accordance with the schedule contained in **Exhibit G** of this Contract unless such milestones are explicitly waived in writing by OWNER.
3. If CONSULTANT's performance of services is delayed or if CONSULTANT's sequence of tasks is changed, it shall notify OWNER'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 OWNER's written approval.

B. Suspension

OWNER may suspend performance by CONSULTANT under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least 10 calendar days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER

shall pay CONSULTANT its compensation as provided in Section V, Paragraph D, based on the portion of the Scope of Work 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 OWNER to resume performance.

C. Termination

Note: To the extent that any provisions of this section conflict with the termination provisions in Section VIII, Paragraphs O and P, of this Contract, the provisions in Section VIII Paragraphs O and P of this Contract shall control.

1. This Contract may be immediately terminated in whole or in part by OWNER in the event of material failure of CONSULTANT to fulfill its obligations under this Contract.
2. This Contract may be terminated in whole or in part and at any time by OWNER for its convenience.
3. If termination is effected by OWNER, either for cause or for its convenience, OWNER will pay CONSULTANT that portion of the compensation that has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work or loss of reputation; and
 - b. any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of CONSULTANT's default.
4. 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 OWNER all deliverables as provided in Section I of this Contract.
5. Upon termination, OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event CONSULTANT shall cease conducting business, OWNER shall have the right, with the consent of JLA, to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this Contract.
6. 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 OWNER.
7. The rights and remedies of OWNER and CONSULTANT set forth in this section are in addition to any other rights and remedies provided by law or afforded OWNER or CONSULTANT under this Contract.
8. OWNER shall not be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations, is prevented or substantially delayed by any cause, existing or future, which is beyond the control of OWNER. Additionally, OWNER shall have no liability for any delays arising from the actions or inactions of one or more of CONSULTANT's principals, officers, directors, employees, agents, subconsultants, vendors, or suppliers which are expressly recognized to be within CONSULTANT's control.

D. Covenant Against Contingent Fees

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. OWNER may, by written notice to CONSULTANT, terminate this Contract if it is found after notice and hearing by OWNER 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 OWNER 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, OWNER 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 OWNER) 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 OWNER 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.

F. Insurance

CONSULTANT shall provide OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit B** within seven (7) calendar days after OWNER's request. CONSULTANT shall obtain and maintain the insurance coverage as 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 costs of such insurance coverage in their prices.

G. Indemnity

To the fullest extent under Nevada law, CONSULTANT and its subconsultants of any tier, hereby indemnify and shall hold harmless the United States, the FAA, the BLM and OWNER; their collective officials and employees; OWNER's Representative or other duly authorized representatives, and their employees, from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONSULTANT's employees, whether arising before or after completion of the work hereunder and to the extent caused by any negligent act, omission, fault, or willful misconduct, whether active or passive of CONSULTANT or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract based upon or arising out of the professional services of CONSULTANT.

OWNER shall promptly notify CONSULTANT, in writing, of any such claim, demand, arbitration, or lawsuit. If CONSULTANT is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action by CONSULTANT in an amount which is proportionate to the liability of CONSULTANT.

H. Type of Organization

CONSULTANT will identify if it is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Nevada Business Enterprise (NBE), or Large Business Enterprise (LBE) utilizing **Exhibit C**.

I. Subconsultant 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), and Nevada Business Enterprise (NBE) subconsultants for this Contract utilizing the attached format (**Exhibit C**).

J. Audits and Access to Information

The performance of this Contract by CONSULTANT is subject to review by OWNER, JLA, and the Comptroller General of the United States, or any duly authorized representative of the same, to insure contract compliance and for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to provide OWNER, JLA, or the Comptroller General access to any and all information requested that relates to the performance of this Contract. All requests for information shall be made 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 the Contract and shall be cause for suspension and/or termination of the Contract. CONSULTANT shall maintain all related information for at least three years after OWNER makes final payment under this Contract or all pending matters related to this Contract are closed, whichever occurs later.

K. 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 or which would violate the Council on Environmental Quality's regulations at 40 CFR § 1506.5. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Assignment

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

M. Governing Law

The Contract shall be governed by the law of the State of Nevada. Any litigation shall take place in Clark County, Nevada.

N. Term of Contract

The term of this Contract shall be three years from the date of approval by the Board of County Commissioners. OWNER has the option to extend this contract, by written notification from the Director of Aviation, for two additional one-year terms.

O. Confidential Treatment of Information

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

P. Survivability

The terms and conditions of this Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution, and all others that by their sense and context are intended to survive the expiration of the Contract will survive.

Q. Third Party Beneficiaries

It is specifically agreed between PARTIES executing the Contract that it is not intended by any of the provisions of any part of the Contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract for any purpose including, but not limited to, maintaining a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

R. 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, 1991 must comply with the Americans with Disabilities Act Accessibility Guidelines.

S. Notice

Any written 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 OWNER: ROSEMARY A. VASSILIADIS, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS NV 89111-1005
(702) 261-5100
rosemaryv@lasairport.com

With copies to: JAMES CHRISLEY, SENIOR DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS NV 89111-1005
(702) 261-5231
jamesc@lasairport.com

BRYANT HOLT, MANAGING DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS NV 89111-1005
(702) 261-5787
bryanth@lasairport.com

JOHN WAGNER, Ph.D., AIRPORT PROGRAM ADMINISTRATOR
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS NV 89111-1005
(702) 261-5732
johnw@lasairport.com

TO FAA: DAVID B. KESSLER, MA.A, AICP
REGIONAL ENVIRONMENTAL PROTECTION SPECIALIST
FEDERAL AVIATION ADMINISTRATION
AIRPORTS DIVISION
WESTERN-PACIFIC REGION, AWP-610.1
777 S. AVIATION BOULEVARD, SUITE 150
EL SEGUNDO, CA 90245
(424) 405-7315
dave.kessler@faa.gov

TO BLM: ERIC BENAVIDES, REALTY SPECIALIST
BUREAU OF LAND MANAGEMENT
LAS VEGAS FIELD OFFICE
4701 NORTH TORREY PINES DRIVE
LAS VEGAS, NV 89130
(702) 515-5144
ebenavides@blm.gov

TO CONSULTANT: ROB ADAMS, PRESIDENT
LANDRUM & BROWN INCORPORATED
4445 LAKE FOREST DRIVE, SUITE 700,
CINCINNATI, OH 45242
(513) 530-1201
rob.adams@landrumbrown.com

SECTION VIII: FEDERALLY-REQUIRED PROVISIONS

NOTE: TO THE EXTENT THAT ANY PROVISIONS OF THIS CONTRACT CONFLICT WITH OR ARE INCONSISTENT WITH THE PROVISIONS IDENTIFIED IN THIS SECTION VIII, THE PROVISIONS IN THIS SECTION VIII SHALL CONTROL.

A. **ACCESS TO RECORDS AND REPORTS.**

CONSULTANT must maintain an acceptable cost accounting system. CONSULTANT agrees to provide OWNER, JLA, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to maintain all books, records, and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. **BREACH OF CONTRACT TERMS.**

Any violation or breach of terms of this Contract on the part of CONSULTANT or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the PARTIES of this Contract.

OWNER will provide CONSULTANT written notice that describes the nature of the breach and corrective actions CONSULTANT must undertake in order to avoid termination of the contract. OWNER reserves the right to withhold payments to CONSULTANT until such time CONSULTANT corrects the breach or OWNER elects to terminate the contract. OWNER's notice will identify a specific date by which CONSULTANT must correct the breach. OWNER may proceed with termination of the Contract if CONSULTANT fails to correct the breach by the deadline indicated in OWNER's notice.

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

C. **GENERAL CIVIL RIGHTS PROVISIONS.**

In all its activities within the scope of its airport program, CONSULTANT agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. TITLE VI ASSURANCES

1. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, and national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The FAA's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, under which national origin discrimination includes discrimination because of limited English proficiency ("LEP"). To ensure compliance with Title VI, CONSULTANT must take reasonable steps to ensure that LEP persons have meaningful access to its programs [70 Fed. Reg. 74087 (Dec. 14, 2005)]; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC § 1681 et seq.).

2. Compliance with Nondiscrimination Requirements:

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT"), agrees as follows:

- a. **Compliance with Regulations:** CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- b. **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Title VI List of Pertinent Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONSULTANT will provide all information and reports required by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, associated regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER or JLA to be pertinent to ascertain compliance with such Title VI List of Pertinent Nondiscrimination Acts and Authorities and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, CONSULTANT will so certify to OWNER or JLA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the non-discrimination provisions of this Contract, OWNER will impose such contract sanctions as it or JLA may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to CONSULTANT under the Contract until CONSULTANT complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** CONSULTANT will include the provisions of paragraphs (a) through (f) of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, the associated regulations, and directives issued pursuant thereto. CONSULTANT will take action with respect to any subcontract or procurement as OWNER or the JLA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, CONSULTANT may request OWNER to enter into any litigation to protect the interests of OWNER. In addition, CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). CONSULTANT agrees to report any violation to OWNER immediately upon discovery. OWNER assumes responsibility for notifying the Environmental Protection Agency ("EPA") and the FAA.

CONSULTANT must include this requirement in all subcontracts that exceed \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No CONSULTANT or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this subsection, CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

3. Withholding for Unpaid Wages and Liquidated Damages.

JLA or OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

4. Subcontractors.

CONSULTANT or subcontractor shall insert into any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

G. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under PROJECT is not presently debarred or otherwise disqualified from participation in this federally-assisted PROJECT. CONSULTANT will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If JLA later determine that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, JLA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

H. DISADVANTAGED BUSINESS ENTERPRISE

1. Contract Assurance.

CONSULTANT, any subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying CONSULTANT from future bidding as non-responsible.

2. Prompt Payment.

CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONSULTANT receives from OWNER. CONSULTANT agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily

completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

I. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (Oct. 1, 2009) and Department of Transportation Order 3902.10, "Text Messaging While Driving", (Dec. 30, 2009), JLA encourage recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, OWNER encourages CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the PROJECT. CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the PROJECT.

J. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, CONSULTANT agrees as follows:

- 1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal

complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT'S legal duty to furnish information.

- 4) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of CONSULTANT's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

K. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from OWNER's solicitation in RFQ 24-003 incorporate by reference the provisions of 29 U.S.C. § 201 *et seq*, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

CONSULTANT has full responsibility to monitor compliance to the referenced statute and regulation. CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

L. CERTIFICATION REGARDING LOBBYING

CONSULTANT certifies by signing and submitting this Contract, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Contract and subcontracts that result from OWNER's solicitation for RFQ 24-003, incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. CONSULTANT retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

N. CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By executing this Contract, CONSULTANT certifies the following regarding tax delinquency and felony convictions.

For purposes of this section: (a) "felony conviction" means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559; and (b) a "tax delinquency" is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certifications:

1. CONSULTANT is not a corporation or entity that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. CONSULTANT is not a corporation or entity that was convicted of a criminal violation under any Federal law within the preceding twenty four (24) months.

Note: If CONSULTANT cannot make these certifications, CONSULTANT is ineligible to receive an award unless OWNER has received notification from the agency suspension and debarment official ("SDO") that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. In such case, CONSULTANT must provide information to OWNER about its tax liability or conviction, who will then notify JLA, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

O. TERMINATION FOR CONVENIENCE

OWNER may, by written notice to CONSULTANT, terminate this Contract for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by OWNER, CONSULTANT must immediately discontinue all services affected.

Upon termination of the Contract, th CONSULTANT must deliver to OWNER all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by under this Contract, whether complete or partially complete.

OWNER agrees to make just and equitable compensation to CONSULTANT for satisfactory work completed up through the date CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

OWNER further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

P. TERMINATION FOR CAUSE

Either party may terminate this Contract for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Contract. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Contract. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.

1. Termination by OWNER:

OWNER may terminate this Contract for cause in whole or in part, for the failure of CONSULTANT to:

- a. Perform the services within the time specified in this Contract or by OWNER-approved extension;
- b. Make adequate progress so as to endanger satisfactory performance of the PROJECT; or
- c. Fulfill the obligations of the Contract that are essential to the completion of the PROJECT.

Upon receipt of the notice of termination, CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Contract, CONSULTANT must deliver to OWNER all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared under this Contract, whether complete or partially complete.

OWNER agrees to make just and equitable compensation to CONSULTANT for satisfactory work completed up through the date CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

OWNER further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, OWNER determines CONSULTANT was not in default of the Contract, the rights and obligations of the PARTIES shall be the same as if OWNER issued the termination for the convenience of OWNER.

2. Termination by CONSULTANT:

CONSULTANT may terminate this Contract for cause in whole or in part, if OWNER:

- a. Defaults on its obligations under this Contract;
- b. Fails to make payment to CONSULTANT in accordance with the terms of this Contract;
- c. Suspends the PROJECT for more than 180 days due to reasons beyond the control of CONSULTANT.

Upon receipt of a notice of termination from CONSULTANT, OWNER agrees to cooperate with CONSULTANT for the purpose of terminating the Contract or portion thereof, by mutual consent. If OWNER and CONSULTANT cannot reach mutual agreement on the termination settlement, CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Contract based upon OWNER's breach of the Contract.

In the event of termination due to OWNER breach, CONSULTANT is entitled to invoice OWNER and to receive full payment for all services performed or furnished in accordance with this Contract and all justified reimbursable expenses incurred by CONSULTANT through the effective date of termination action. OWNER agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Q. TRADE RESTRICTION CERTIFICATION

CONSULTANT certifies that with respect to its solicitation in response to OWNER's RFQ 24-003 and this Contract, CONSULTANT –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative ("USTR");
2. has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the PROJECT that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 USC § 1001.

CONSULTANT must provide immediate written notice to OWNER if CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. CONSULTANT must require subcontractors provide immediate written notice to CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to CONSULTANT or any subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CONSULTANT agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. CONSULTANT may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless CONSULTANT has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that CONSULTANT or subcontractor knowingly rendered an erroneous certification, JLA may direct through OWNER cancellation of the Contract or subcontract for default at no cost to OWNER or JLA.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

* * *

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

CONSULTANT:


LANDRUM & BROWN, INCORPORATED

By: *Rob Adams*

ROB ADAMS
President

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: 

John Witucki (May 29, 2024 11:13 PDT)
JOHN P. WITUCKI
Senior Attorney

EXHIBIT A

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

SCOPE OF WORK

(see following pages)

EXHIBIT A

FOR THE PROPOSED SOUTHERN NEVADA SUPPLEMENTAL AIRPORT

SCOPE OF WORK

INTRODUCTION

This scope identifies the services that Landrum & Brown, Incorporated (CONSULTANT) will provide to complete an Environmental Impact Statement (EIS) for the Southern Nevada Supplemental Airport (SNSA) as proposed by Clark County, Nevada (COUNTY). This effort aligns with legislative mandates from the *Ivanpah Valley Airport Public Lands Transfer Act of 2000* (Pub. L. 106-362), Title V of the *Clark County Conservation of Public Land and Natural Resources Act of 2002* (Pub. L. 107-282) and Section 3092(i) of the *National Defense Authorization Act for Fiscal Year 2015* (Pub. L. 113-291). The EIS will be completed on behalf of the Federal Aviation Administration (FAA) and the Bureau of Land Management (BLM), collectively known as the Joint Lead Agencies (JLA).

This EIS scope is divided into three distinct phases.. Phase One includes Task 1, which addresses initial project mobilization. Phase Two comprises Draft Tasks 2 through 14, aiming to handle the preliminary EIS tasks up to the public release of the Draft EIS, including organizing and conducting public meetings. Phase Three is designed to follow the release of the Draft EIS, encompassing the publication of the Record of Decision (ROD), preparation of the Administrative File, and providing litigation support as required.

The initial contract incorporates a finalized scope of work for Phase One, as sanctioned by the JLA, along with a draft scope of work for Phases Two and Three. CONSULTANT and the JLA will develop and finalize the scopes of work for the subsequent phases. Upon JLA approval, these scopes of work will be integrated into Exhibit A of the contract. Following JLA approval of the scopes of work for Phases Two and Three, CONSULTANT and COUNTY will negotiate fees for these phases. Amendments to the contract will be made to accommodate the scope of work and budget adjustments for the additional phases.

COUNTY'S PROPOSED PROJECT

COUNTY has proposed the construction of a supplemental commercial service airport in the Ivanpah Valley, approximately 30 miles south of Harry Reid International Airport (LAS), along the east side of Interstate 15 (I-15), north of the Nevada-California border (the Proposed SNSA Project).

The Proposed SNSA Project is intended to provide supplemental airport capacity to accommodate the anticipated passenger and itinerant general aviation business jet growth in the Las Vegas and southern Nevada market, which LAS is not projected to be able to accommodate because of runway capacity limitations and development constraints. To date, LAS has been the primary gateway to the Las Vegas metropolitan region, accommodating approximately 50 percent of the annual visitors to the area, and it is the only airport in the region that can accommodate current air carrier demand. Demand for airline service to the Las Vegas area, both domestic and international, is expected to continue to increase at a relatively rapid rate. The capability of COUNTY to expand the airfield capacity at LAS is extremely limited. Given projected future demand, LAS is expected to exceed its practical operational capacity in the near future. The purpose of the Proposed SNSA Project is to expand COUNTY's existing airport system by constructing a supplemental commercial service airport that will effectively accommodate this increased aviation demand and permit COUNTY's system of airports to accommodate the forecasted air service demand for the Las Vegas metropolitan region.

Accordingly, air carrier aircraft operations at the proposed SNSA could include domestic, international, and charter flights similar to those at LAS, with the expectation that existing airlines at LAS may opt to remain at LAS. SNSA would also accommodate cargo and general aviation operations.

TECHNICAL APPROACH

This document outlines the technical approach required to deliver the scope of services necessary for the Environmental Impact Statement (EIS) for the SNSA. The EIS will adhere to the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. §§ 4321-4335), and will follow the guidelines set by the Council on Environmental Quality (CEQ) implementing regulations for NEPA (40 CFR parts 1500-1508) as well as the Department of the Interior (DOI) NEPA procedures (43 CFR Part 46). Compliance will also extend to the applicable environmental directives from the Department of Transportation (DOT) and DOI, including FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*; and their respective desk references, along with BLM Handbook H-1790-1, *National Environmental Policy Act Handbook* and the DOI Departmental Manual Part 516, *National Environmental Policy Act of 1969*.

During development of the EIS, CONSULTANT will independently verify and rely on the data contained in previous studies and other materials already prepared by COUNTY to the extent possible and will supplement and update that data as appropriate.

The EIS will coordinate its analysis of impacts on historic and cultural resources with the concurrent statutory review process under Section 106 of the National Historic Preservation Act (NHPA), as amended, its implementing regulations, Protection of Historic Properties (36 CFR part 800), and the CEQ's and Advisory Council on Historic Preservation's (ACHP's) Handbook for Integrating NEPA and Section 106. Additionally, the JLA will conduct coordination and evaluations in support of permitting approvals required by other Federal agencies under relevant special purpose laws.

The following tasks comprise the scope of services for the EIS for the Proposed SNSA Project.

JLA-APPROVED SCOPE OF WORK

for

PHASE ONE

TASK 1 – MOBILIZATION

Task 1.1 – Review and Verify Existing Planning Studies

1.1.1 Literature Review

In this task, CONSULTANT will begin to form a library of planning studies related to the Proposed SNSA Project and the Affected Environment, including but not limited to COUNTY's 2023 Feasibility Study. It is expected that COUNTY will provide the JLA and CONSULTANT with access to all project-related documentation prepared to date. CONSULTANT will review the provided documentation for relevance and applicability to the Proposed Project. CONSULTANT will also simultaneously conduct a Literature Search for any additional documentation relevant to the proposed study area and potential alternatives. CONSULTANT will assist the JLA in reviewing the documentation provided to identify potential additional areas of study required prior to proceeding with the EIS. Additionally, the review process will assist in the determination of the project elements.

1.1.2 Review Previous EIS Effort

CONSULTANT will review the previous environmental studies conducted as part of the initial SNSA effort EIS prior to suspension of the EIS in 2010. CONSULTANT will make recommendations on which studies need to be updated and propose a methodology to verify/update the previous environmental studies.

Task 1.1 Deliverables

The following deliverables are anticipated for Task 1.1. CONSULTANT will:

- Document areas of study for the various environmental impact categories for both the FAA and the BLM.
- Identify and develop methodologies to update previous environmental studies for use in the EIS.

Task 1.2 –Scope of Work / Schedule Development

1.2.1 Cost Estimate for Phase One

CONSULTANT will prepare a cost estimate spreadsheet for the work in Phase One (Mobilization). The spreadsheet will be provided to COUNTY so that it can prepare an Independent Fee Estimate. CONSULTANT will then complete its cost estimate for the work in Phase One. CONSULTANT will engage in cost negotiations with COUNTY to reach a reasonable fee for the work in Phase One.

1.2.2 Scope of Work for Phase Two

CONSULTANT will create a Scope of Work for Phase Two leading up to the issuance of the Draft EIS using the preliminary scope outlined in Exhibit A to the Contract. This Phase Two Scope of Work will require approval from the JLA, and will incorporate feedback from COUNTY. This Phase Two Scope of Work development will rely on the outcomes of Task 1 and include consultations with the JLA and COUNTY, and potentially Cooperating and Participating Agencies.

1.2.3 Cost Estimate for Phase Two

CONSULTANT will prepare a cost estimate spreadsheet for the work in Phase Two (work through the Draft EIS). The spreadsheet will be provided to COUNTY so that it can prepare an Independent Fee Estimate. CONSULTANT will then complete its cost estimate for the work through preparation of the Draft EIS. CONSULTANT will engage in cost negotiations with COUNTY to reach a reasonable fee for the work in Phase Two.

1.24 Preliminary EIS Preparation Schedule

CONSULTANT will prepare a preliminary EIS preparation schedule, identifying estimates of duration for task completion and the critical path of tasks necessary for the EIS to advance.

Task 1.2 Deliverables

The following deliverables are anticipated for Task 1.2. CONSULTANT will prepare:

- Cost Estimate Spreadsheet for Phase One
- Cost Estimate for Phase One
- Finalized scope of work for Phase Two
- EIS preparation schedule
- Cost Estimate Spreadsheet for Phase Two
- Cost Estimate for Phase Two

NOTE: After CONSULTANT has prepared, and the JLA have approved, a Scope of Work; and after COUNTY and CONSULTANT have agreed upon a reasonable fee for the work through Phase Two, the approved Scope of Work shall be incorporated by reference in the most updated version of Exhibit A to the Contract between CONSULTANT and COUNTY. Any additional changes to the Scope of Work requested by the JLA and agreed to by COUNTY shall be incorporated as the most up to date Exhibit A accordingly.

Task 1.3 – Agency Coordination

1.3.1 Agency Coordination

In compliance with NEPA regulations, CONSULTANT, under the direction of the JLA will identify and invite relevant agencies to act as either Cooperating or Participating Agencies, as appropriate. This includes Federal, state, county, and city agencies involved in permitting or other decisions crucial to the EIS process.

Additionally, CONSULTANT will facilitate the development of a project-specific Memorandum of Understanding (MOU) with these agencies. This MOU will incorporate the requirements of the Cooperating Agencies as detailed in 40 CFR Section 1501.8. The MOU shall outline the protocols for communication and coordination among all participating entities, incorporating a dispute resolution process and elevation procedures. The MOU will describe the process for consultation in developing, updating, and meeting the schedule.

1.3.2 Permitting Timetable

CONSULTANT will assist the JLA in preparing a Permitting Timetable that provides intermediate and final completion dates for environmental review and authorization for the Proposed SNSA Project. Specifically, the Permitting Timetable will identify the actions and associated milestones for applicable environmental reviews, authorizations, and application submittals for each agency in accordance with the reporting requirements of the Federal Infrastructure Permitting Dashboard. CONSULTANT will submit electronic versions of the Permitting Timetable to the JLA for iterative review and comment. Once the Permitting Timetable has been accepted by the JLA, CONSULTANT will assist the JLA in distributing it to the Cooperating and Participating Agencies for their review and comment. Once any comments from the Cooperating and Participating Agencies have been addressed, the Permitting Timetable will be submitted to the

Cooperating Agencies for written concurrence, prior to the release of the Notice of Cancellation of the current EIS process /Notice of Intent of the new EIS Process (NOC/NOI). This task will also include identifying key points-of-contact for all stakeholders and applicable agencies. CONSULTANT will work to coordinate meetings and assist in identification of tasks necessary for the respective agencies to proceed to permit issuance. Under this task, CONSULTANT will assist the JLA in establishing meeting dates and locations for any meetings conducted prior to formal scoping; CONSULTANT may be required to obtain meeting locations and travel to support this effort.

Over the course of the preparation of the EIS, COUNTY and the JLA anticipate that there will be monthly conference calls for coordination between CONSULTANT, the JLA, and the Cooperating and Participating agencies.

Task 1.3 Deliverables

The following deliverables are anticipated for Task 1.3. CONSULTANT will:

- Provide agency coordination meeting materials to the JLA for review.
- Provide invitation letters for prospective Cooperating and Participating Agencies to the JLA for review.
- Provide versions of Permitting Timetable to the JLA and to the Agencies for review.
- Prepare a project schedule that incorporates the Permitting Timetable.

Task 1.4 – Mobilization and Project Management for Phase One

This task item establishes the parameters for ongoing management of the EIS. Though it will not be completed prior to issuance of the new Notice of Intent (NOI) to prepare the EIS, it is necessary to lay the framework for the EIS from the beginning and provides for the necessary administrative functionality to support the ongoing efforts identified above. This task would incorporate meeting facilitation, agendas, meeting notes, establishing action item tracking, formalizing communication protocols and document formatting, setting up electronic file sharing, initiating the administrative file, and other assorted tasks to allow CONSULTANT to assist the day-to-day management of the project on behalf of the JLA.

Until the cost has been agreed upon and COUNTY has issued Notices to Proceed for Phase Two, work under this Task may include all tasks as necessary to proceed towards Phase Two (e.g, work toward documenting the Proposed Action, efforts to set up the Project Website, etc.).

Task 1 Meetings

The following meetings and participation are anticipated for Task 1.

- Attend kick-off meeting with the JLA and COUNTY
- Regular coordination meetings with the JLA
- Regular coordination meetings with the JLA and COUNTY
- Participate in conference calls/on-line virtual meetings with the JLA and Cooperating and Participating Agencies to establish the Permitting Timetable.
- Participate in pre-scoping agency coordination meetings.
- Participate in monthly coordination meetings with the JLA and Cooperating and Participating Agencies

DRAFT SCOPE OF WORK

for

PHASE TWO

DRAFT TASK 2 – DESCRIPTION OF THE PROPOSED ACTION

CONSULTANT will develop text to fully describe COUNTY's Proposed Action, connected actions, required federal actions, and the timeframe for implementing the Proposed Action as required for the EIS. The description of the Proposed Action will be the basis to determine impacts for each environmental resource category. CONSULTANT will submit the description of the Proposed Action to the JLA for iterative review and comment. Once the description of the Proposed Action has been accepted by the JLA, CONSULTANT will submit it to COUNTY for COUNTY review and comment. Comments from COUNTY will be addressed based on direction from the JLA. The description of the Proposed Action will be incorporated into the Purpose and Need chapter of the EIS.

Draft Task 2 Deliverables

The following deliverables are anticipated for Task 2. CONSULTANT will:

- Provide an initial draft and revised versions of the Proposed Action for JLA review.
- Provide a JLA-approved draft version of the Proposed Action for COUNTY review.
- Provide revised versions of the Proposed Action per JLA disposition of COUNTY comments for JLA review.

DRAFT TASK 3 – PUBLIC INVOLVEMENT PLAN

Develop Public Involvement Plan

CONSULTANT will develop a methodical, multi-faceted public and stakeholder involvement plan that identifies stakeholders, outlines the involvement goals and process, and explains the communication tools to be used to engage audiences throughout the project. The public involvement plan will also identify methods and strategies to engage minority and/or low-income populations in accordance with FAA Order 1050.1F and DOT Order 5610.2(c), *U.S. Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (May 14, 2021); as well as BLM Handbook H-1790-1; and DOI Departmental Manual Part 525, *Environmental Justice Implementation Policy* (January 19, 2017). CONSULTANT will submit the public involvement plan to the JLA for iterative review and comment. Once the public involvement plan has been accepted by the JLA, CONSULTANT will submit it to COUNTY for COUNTY review and comment. Comments from COUNTY will be addressed in accordance with JLA direction.

Develop Collateral Materials

To establish an identity for the project, CONSULTANT will work to create consistent "look" and brand guidelines for the project to ensure consistent communication to the public and stakeholders. CONSULTANT will develop a message framework, or over-arching message, and project objectives. Project tools, including PowerPoint and fact sheet templates, will also be created. Content will be updated, as appropriate, throughout the EIS process.

Stakeholder/Mailing List

CONSULTANT will prepare a project database of key stakeholders and public outreach for the project. This database will be supplemented from existing COUNTY communications and further populated using new contacts generated during project development, including the public and stakeholder attendance at meetings and the project website. The database will be established in coordination with the JLA and COUNTY. CONSULTANT will use this database to send

announcements and notifications about opportunities to provide comments and public meetings and/or project updates or announcements.

Project Website

CONSULTANT will maintain a project website, compliant with the Americans with Disabilities Act (ADA), to provide information to the public about the EIS. The website will be live prior to issuance of the (NOC/NOI) (see Draft Task 5). Upon approval from the JLA, CONSULTANT will upload collateral materials to the project website as well as project documents and information regarding scoping, the release of the Draft EIS, public workshops, and the ways that the public can participate and comment. Upon direction from the JLA, CONSULTANT will create content, update, and provide information on the website including notification of meetings, EIS project updates, public information materials, and electronic copies of EIS documents throughout the EIS process. This will serve as a resource for people interested in attending a public meeting or hearing, following progress, reviewing documents, and submitting comments. The design of this website will be consistent with the project branding.

Stakeholder Meetings

CONSULTANT will coordinate with the JLA to prepare and give presentations on the project elements and environmental issues associated with the Proposed Action and alternatives to agencies and groups at key milestones in the project.

Draft Task 3 Deliverables

The following deliverables are anticipated for Task 3. CONSULTANT will:

- Provide an initial draft and subsequent revised drafts of the public involvement plan to the JLA for review.
- Provide a JLA approved draft version of the public involvement plan for COUNTY review.
- Provide revised versions of the public involvement per JLA disposition of COUNTY comments for JLA review.
- Maintain a stakeholder mailing list and project website.

Draft Task 3 Meetings

The following meetings and participation are anticipated for Task 3.

- Participate in pre-scoping and pre-Draft EIS stakeholder meetings.

DRAFT TASK 4 – PURPOSE AND NEED

CONSULTANT will prepare a preliminary Purpose and Need Statement that will include background information on the Proposed SNSA Project, the current FAA-approved forecast of operations and enplanements, runway length and other safety requirements, present the problem being addressed, describe what COUNTY is trying to achieve with the Proposed Action, and the preliminary rationale for the project need. The Purpose and Need Statement will provide the parameters for defining a reasonable range of alternatives to be considered. CONSULTANT will utilize available documentation, including the SNSA Feasibility Report. The Purpose and Need Statement will be described in terms understandable to individuals who are not familiar with aviation activities. CONSULTANT will submit electronic versions of the draft Purpose and Need Statement to the JLA for iterative review and comment. Once the Purpose and Need Statement has been accepted by the JLA, CONSULTANT will submit it to COUNTY for COUNTY review and comment. Once any comments from COUNTY have been addressed in accordance with JLA direction, CONSULTANT will assist the JLA in distributing it to the Cooperating and Participating Agencies for their review and comment. Once any comments from the Cooperating and Participating Agencies have been addressed, the Purpose and Need Statement will be submitted to the Cooperating Agencies for written concurrence.

Prior to issuance of the NOC/NOI (see Draft Task 5), CONSULTANT will begin to prepare the Purpose and Need draft chapter. After scoping has been completed (see Draft Task 6), CONSULTANT will provide a draft of the Purpose and Need chapter to the JLA for review and comment. After approval by the JLA on responses to any JLA comments on the

draft chapter, CONSULTANT will revise the chapter and submit it to COUNTY and any Cooperating and Participating Agencies at the JLA direction for a concurrent review. Additional iterations and conference calls to review the Purpose and Need draft chapter will be scheduled, as needed.

Draft Task 4 Deliverables

The following deliverables are anticipated for Task 4. CONSULTANT will:

- Provide an initial draft and subsequent revised drafts of the Purpose and Need Statement to the JLA for review.
- Provide a JLA-approved draft version of the Purpose and Need Statement for COUNTY and Cooperating and Participating Agencies review.
- Provide revised versions of the Purpose and Need Statement per JLA disposition of COUNTY and Cooperating and Participating Agencies comments for JLA review.
- Provide an initial draft and subsequent revised drafts of the Purpose and Need Chapter to the JLA for review.
- Provide a JLA-approved draft of the Purpose and Need Chapter to COUNTY and Cooperating and Participating Agencies for review.

Draft Task 4 Meetings

The following meetings and participation are anticipated for Task 4.

- Participate in as needed conference calls with the JLA to discuss comments on the Purpose and Need Statement and Chapter.
- Participate in as needed conference calls with the JLA, COUNTY and Cooperating and Participating Agencies to discuss comments on the Purpose and Need Statement and Chapter.

DRAFT TASK 5 – NOTICE OF CANCELLATION/NOTICE OF INTENT (NOC/NOI)

CONSULTANT will prepare a draft Notice of Cancellation of the current EIS process /Notice of Intent of the new EIS Process (NOC/NOI) NOR for the EIS and provide the draft language to the JLA for iterative review and completion. The NOC/NOI will include a brief overview of the purpose and need, preliminary description of the proposed action and alternatives, brief summary of expected impacts, anticipated permits and authorizations, schedule, description of public scoping process, and contact information for questions (40 CFR § 1501.9). The NOR will also include a request for comments on potential alternatives and impacts, and identification of any relevant information, studies, or analyses of any kind concerning impacts affecting the quality of the human environment (40 CFR § 1500.3(b)(1)). The NOC/NOI will also state the JLA intent to coordinate Section 106 of the NHPA with the NEPA process and use the NOC/NOI and Public Involvement Plan (see Draft Task 3) to partly fulfill Section 106 public notification and consultation requirements. Similarly, the NOC/NOI will also acknowledge other agency decisions and all special purpose laws with public outreach requirements. After approval by the JLA on responses to any JLA comments on the draft NOC/NOI, CONSULTANT will submit the NOC/NOI to COUNTY and any Cooperating and Participating Agencies at the JLA direction for a concurrent review prior to publication. Once finalized, the NOC/NOI will be published by the JLA in the *Federal Register*, with assistance from CONSULTANT as needed. CONSULTANT will publish the NOC/NOI in local newspapers of general circulation in the project area, as well as on the project website to coincide with publication of the NOC/NOI in the Federal Register.

Draft Task 5 Deliverables

The following deliverables are anticipated for Task 5. CONSULTANT will:

- Provide an initial draft and subsequent revised drafts of the NOC/NOI to the JLA for review.
- Provide a JLA-approved draft version of the NOC/NOI for COUNTY and Cooperating and Participating Agencies review.
- Provide revised versions of the NOC/NOI per JLA disposition of COUNTY and Cooperating and Participating Agencies comments for JLA review.
- Publish the NOC/NOI in local newspapers of general circulation and on the project website.

DRAFT TASK 6– SCOPING

Approach and Logistics for Scoping

CONSULTANT will provide all coordination and logistics for and will assist in the facilitation of both agency and public scoping meeting(s). The format of the meetings may include virtual or in-person or a combination of both, to be determined based on consultation with the JLA. If in-person, the public scoping meetings will be held at a venue or venues easily accessible to the public. The scoping meetings will occur at least 30 days after the NOC/NOI has been published in the *Federal Register* as prescribed in FAA Order 1050.1F.

CONSULTANT will be responsible for:

- Identifying the agencies to be invited.
- Preparing the scoping package and letter inviting agency representatives to attend the agency scoping meeting.
- Preparing the notice of the public scoping meetings.
- Logistical planning for the scoping meetings including facility rental.
- Preparing and reproducing all meeting materials.
- Retaining stenographer(s) and translation services (if needed).
- Attending, participating, and assisting the JLA in facilitating both the agency and public scoping meetings.
- Publication of the notice of the public scoping meeting in local newspapers and on the project website.

Attendance at Scoping Meetings

CONSULTANT will assist the JLA in facilitating both the agency scoping and public scoping meeting(s). Responsibilities will include staffing various topic stations and noting comments and questions raised.

Scoping Report

CONSULTANT will prepare a scoping report that includes copies of the NOC/NOI, newspaper notices, all materials presented at the scoping meetings, sign-in sheets, a transcript of comments received during the scoping process, and a summary of the comments received.

Draft Task 6 Deliverables

The following deliverables are anticipated for Task 6. CONSULTANT will:

- Provide an agency invitation letter, scoping package, and agency invitation list to the JLA for review.
- Provide an agency scoping presentation (if needed) for JLA review.
- Provide a public scoping notice for JLA review.
- Provide a scoping meeting agenda, display boards, wayfinding signage, sign-in sheets, comment sheets, and name badges for JLA review.
- Provide translator/interpreter and stenographer services.
- Provide audio/visual equipment and set up for the scoping meetings.
- Prepare the scoping report for JLA review.

Draft Task 6 Meetings

- Participate in agency and public scoping meetings.

DRAFT TASK 7 – ALTERNATIVES

The Alternatives Chapter will identify the No Action Alternative, the Proposed Action, and any other reasonable alternatives. These other reasonable alternatives will include alternatives developed by COUNTY in its 2005 Site Evaluation Study, as well as alternatives that are identified during the scoping process. Each of the alternatives will be described in sufficient detail to provide an understanding of the alternative to be able to subject the alternative to a rigorous screening process.

CONSULTANT will develop a screening process to determine the alternatives that will be analyzed in detail in the EIS. The process will identify the screening criteria for each screening step and the rationale for why those screening criteria are appropriate. The criteria in the first step in the screening process will be based on the Purpose and Need. The criteria in the second and any subsequent steps in the screening process will be coordinated with the JLA.

Once the range of alternatives has been identified and the criteria for the screening process has been approved, CONSULTANT will conduct the first step of the screening process and identify those alternatives that do not meet the Purpose and Need. Each alternative that meets the Purpose and Need will be subject to the second and any subsequent steps in the screening process. Those alternatives that CONSULTANT determines pass all steps in the screening process will be identified and retained for detailed analysis in the EIS. CONSULTANT will submit the results of this screening process to the JLA for iterative review and comment. CONSULTANT will compile all comments, prepare responses and make the appropriate revisions to the analysis, and discuss the revisions with JLA staff. After concurrence by the JLA on the revised alternatives screening process, CONSULTANT will submit it to COUNTY. CONSULTANT will address COUNTY comments per JLA direction and will provide an updated Alternatives Chapter to Cooperating and Participating Agencies for their review and comment. Once any comments from the Cooperating and Participating Agencies have been addressed, the alternatives to be carried forward will be submitted to the Cooperating and Participating Agencies for written concurrence. Conference calls to discuss associated alternatives documentation and comments will occur as needed.

Draft Task 7 Deliverables

The following deliverables are anticipated for Task 7. CONSULTANT will:

- Provide an initial draft and subsequent revised drafts of the Alternatives Chapter to the JLA for review.
- Provide a JLA-approved draft version of the Alternatives Chapter for COUNTY and Cooperating and Participating Agencies review.
- Provide revised versions of the Alternatives Chapter per JLA disposition of COUNTY and Cooperating and Participating Agencies comments for JLA review.

Draft Task 7 Meetings

The following meetings and participation are anticipated for Task 7.

- Participate in as-needed conference calls with the JLA to discuss comments on the Alternatives Chapter.
- Participate in as-needed conference calls with the JLA, COUNTY, and Cooperating and Participating Agencies to discuss comments on the Alternatives Chapter.

DRAFT TASK 8 – AFFECTED ENVIRONMENT

CONSULTANT will develop study areas that will be used throughout the EIS. A “project study area” will be identified that incorporates the Proposed Action and any alternatives and associated connected actions carried forward for detailed analysis (see Draft Task 7) and will cover the areas needed for construction and operations of those alternatives.

The project study areas will be used for all environmental impact categories that could result in impacts due to physical construction or operation of the project. A “general study area” will be used for all environmental impact categories that could result in impacts to areas outside the proposed project site(s), such as air quality and noise. As different resource categories may have either direct or indirect effects which may differ in geographic scope from other resource areas, if needed, study areas will be identified in each resource section if they differ from the general study area. These study areas will be presented on base maps using geographic information systems (GIS) and will be provided to the JLA for review and comment. One or more Areas of Potential Effects (APEs) will be developed according to the concurrent Section 106 process to account for both potential direct and indirect effects to archaeological and historic architectural and cultural resources.

CONSULTANT will document the existing conditions, including reasonably foreseeable environmental trends and planned actions, within the project study area. The description of existing conditions will describe 2023 conditions, the last full year for which data are available for the environmental impact categories identified in FAA Order 1050.1F, Section 4-1 and BLM Handbook H-1790-1, Section 6.7. CONSULTANT will independently verify data not collected by CONSULTANT team members. Any required data collection is described in the appropriate environmental resource area below.

Based on the findings made by the JLA during the initial EIS effort, this scope of work assumes that coastal resources and wild and scenic rivers (under the larger heading of water resources) are not present, will not be affected, and will require limited discussion.

Air Quality

CONSULTANT will prepare an air quality protocol document for coordination with the JLA, the US Environmental Protection Agency (USEPA), and State and local air quality agencies to the extent necessary. The protocol will outline the assumptions and methodologies for conducting the air quality and climate inventory analysis; identify assumptions concerning models to be used; elements of the Proposed Action and any alternatives carried forward that will fall under NEPA and the Clean Air Act, including the general conformity provisions; and the process to be followed. Additionally, CONSULTANT will gather relevant data related to existing air quality conditions within the project study area and will provide a narrative that describes the existing conditions, including attainment status with the National Ambient Air Quality Standards (NAAQS) and any anticipated revisions or re-designations.

Biological Resources, including Threatened and Endangered Animal Species, General Wildlife, and Special Status

An inventory of biological resources present within the project study area will be conducted, as the project study area may be home to various fish, wildlife, plants, and habitat for these species. The purpose of the inventory will be to document species and suitable habitat present that could potentially be affected by the Proposed Action and any alternatives carried forward. The biological resources inventory will include the following efforts:

- Performance of a desktop evaluation involving review of relevant literature, scientific data, environmental inventories previously conducted for the SNSA EIS, and available resource mapping to identify species and habitats that are potentially present within the project study area. The desktop review will involve generating a site-specific Information for Planning and Consultation (IPaC) report from the United States Fish and Wildlife Service (USFWS) Environmental Conservation Online System (ECOS) and identifying and reviewing the GIS data layers relevant to fish and wildlife species and habitats that are available for the project study area.
- Coordination with applicable State agencies Nevada Department of Wildlife to determine if State-listed rare species may be present.
- Performance of field surveys to identify species and habitat types present within the project study area. Focus will be applied to the potential presence of any federally-listed species, and whether suitable habitat exists for listed species and migratory birds. CONSULTANT will also obtain Migratory Bird and Bald and Golden Eagle Protection Act clearances from USFWS. Additional species-specific surveys will be conducted to obtain project clearances, if necessary.

Climate Change/Greenhouse Gas Emissions

The study area for climate will be congruent with the scope of the air quality analysis. CONSULTANT will provide a list of gases commonly associated with construction, airport ground transportation activities, and aircraft operations, which will be prepared for the air quality analysis and that also contribute to climate change. Additionally, this section will discuss climate change and how it is projected to affect the general study area.

Department of Transportation, Section 4(f) and Section 6(f) of the Land and Water Conservation Fund Act

CONSULTANT will consult with the National Park Service (NPS), the Nevada State Historic Preservation Officer, and other applicable state and local agencies to identify any property subject to the Department of Transportation Act of 1966, Section 4(f) and Land and Water Conservation Fund Act, Section 6(f) in the project study area. CONSULTANT will use the concurrent Section 106 consultation process to identify historic properties qualifying as Section 4(f) resources, including parks eligible for or listed on the National Register of Historic Places (NRHP), and to inventory contributing and non-contributing features and character-defining attributes in support of a Section 4(f) use determination.

Properties subject to the provisions of Section 4(f) and Section 6(f) within the project study area will be identified on a GIS base map. Documentation of each Section 4(f) and Section 6(f) property located within the project study area will be compiled to identify location, size, activities, patronage, access, unique or irreplaceable qualities, relationship to similarly used lands in the vicinity, jurisdictional entity, and other factors to understand the existing attributes of each resource.

Farmlands

CONSULTANT will conduct a desktop evaluation involving review of available resource mapping, including the US Department of Agriculture Natural Resources Conservation Service (NRCS) online inventory and available state resources, to identify farmlands that are considered to be prime, unique, or of statewide or local importance within the project study area. If necessary, CONSULTANT would coordinate with the NRCS, under direction of the JLA, to make a determination of whether the project study area contains farmland protected under the Farmland Protection Policy Act.

Fuels and Fire Management

CONSULTANT will conduct a desktop evaluation consisting of available resource mapping and database reviews that include the Nevada Resource and Fire Information Portal; Wildland Fire Management Research, Development, and Application Interagency Fire Perimeter History; and the Wildland Fire Interagency Geospatial Services Group Interagency Fire Perimeters datasets, and other available state and local databases to compile the fire history, fire conditions, and risk and fuel management data across the project study area.

Geology/Mineral Resources

CONSULTANT will review available datasets and mapping to identify geological conditions and hazards, mineral resources, and existing and potential renewable energy resources within the project study area.

Hazardous Materials, Solid Waste, and Pollution Prevention

CONSULTANT will conduct detailed investigation and surveys, as necessary, to identify and characterize hazardous conditions and materials that may be encountered, including the potential for mines and mine drainage within the project study area. CONSULTANT will perform an initial Phase I Environmental Site Assessment for the project study area in accordance with the protocols of the American Society for Testing and Materials designation E1527. The Phase I Environmental Site Assessment will evaluate the potential for recognized environmental conditions associated with the subject property, based on readily apparent past and present conditions, and uses of the subject and adjoining properties. The Phase I Environmental Site Assessment will consist of two principal activities: background research and field reconnaissance. Background research will include a review of applicable federal and state databases, readily available aerial photography and historical maps, available existing environmental site reports, and title information. Field reconnaissance will include visual observations for readily apparent environmental concerns on the subject and adjacent sites. Photographs will be used to document existing conditions. Sampling and testing efforts are not standard requirements of the Phase I Environmental Site Assessment; however, if available information and document review

identifies specific concerns, sampling and testing may become needed to evaluate site conditions. Depending on the circumstances a more comprehensive Phase II Environmental Site Assessment may be needed. A separate scope of work and budget would be developed if necessary.

Additionally, CONSULTANT will identify local waste disposal facilities and summarize the local disposal capacities for solid and hazardous wastes that would be generated from the Proposed Action and any alternatives carried forward.

Historic, Architectural, Archaeological, Paleontological, and Cultural Resources

CONSULTANT will coordinate NEPA and Section 106 reviews and complete additional required identification and evaluation surveys for archaeological and historic architectural resources within the APE(s) in accordance with Section 106. Specifically, CONSULTANT will:

- Identify and coordinate with the JLA on direct and indirect APEs and assist the JLA with coordinating the APEs with COUNTY and Nevada State Historic Preservation Office (SHPO).
- Identify Section 106 Consulting Parties, Native American Tribes, and individuals and organizations with a demonstrated interest in the resources within the APEs to identify any Native American concerns.
- Conduct background research and records review to identify any previous cultural resource surveys, archaeological sites, architectural records, and other relevant information prior to the initiation of cultural resources fieldwork.
- Conduct the appropriate archaeological and architectural surveys.

Land Use and Realty

Existing land use, zoning, and realty trends within the vicinity of the project study area will be mapped. Planned and future land uses in the project study area vicinity will be assessed where available. CONSULTANT will review relevant data and plans such as local zoning plans, land-use plans, and political jurisdiction plans, among others to prepare a narrative describing the existing local land uses and planned and future land uses in the project study area. Additionally, CONSULTANT will review existing federal resource management plans and forest plans and will identify any portions of the National Trails system within the project study area.

Livestock Grazing

CONSULTANT will review available datasets and mapping to identify grazing allotments, available forage, access to identified allotments, and existing and planned grazing infrastructure and rangeland improvements within the project study area.

Natural Resources and Energy Supply

CONSULTANT will gather relevant data and describe the existing utilities within the project study area including power, sewage, fuel, natural gas, and water. Additionally, utilities and resources required during construction will be identified such as asphalt, steel, water, fuel, and aggregate and where the suppliers are located.

Noise and Noise-Compatible Land Use

The noise analysis will be conducted in accordance with the most recent versions of FAA Orders 5050.4 and 1050.1, along with their associated Desk References. Where applicable, the analyses will be expanded to more thoroughly address potential local issues and concerns related to the Proposed SNSA Project. The analysis of existing and future aircraft noise levels at the Proposed SNSA Project will be completed through a noise contour analysis using the latest version of the FAA's Aviation Environmental Design Tool (AEDT), currently Version 3f. The analysis will be based upon the Day-Night Average Sound Level (DNL) noise metric using the procedures outlined in the most recent versions of

FAA Order 5050.4 and 1050.1 and associated Desk References. The study area for noise may be larger than the project study area and would be expanded as needed to cover potential changes between the No Action and alternatives. CONSULTANT will model a uniformly spaced grid and US Census block centroids covering this study area and large enough to include AEDT results for DNL 45 dBA and higher.

CONSULTANT will review any prior studies and collect and review other existing data, as well as collect new data (which may include an aircraft noise measurement program) necessary to establish the existing and future No Action baseline conditions in the study area.

DNL contours for the existing or baseline conditions will be developed for DNL 60, 65, 70, and 75 dBA. The compatibility analyses will be based on areas exposed to aircraft noise of DNL 65 dBA and higher. The DNL 60 dBA contour will be provided for informational purposes only and will be labeled this way on all figures. As required by the FAA, grid point results will be developed for the noise study area to include at least DNL 45 dBA and higher levels. The results of these efforts will be used to document the affected environment for noise and noise compatible land use. A noise protocol document will be developed to identify assumptions concerning identification of ambient noise levels, models to be used, model inputs (including aircraft operational information and aircraft flight track data), and analysis methodologies for the construction and operational elements of the Proposed Action. CONSULTANT will provide a narrative that describes the existing conditions in the project area and results of the affected environment analysis will be documented in the EIS.

Recreation

CONSULTANT will coordinate with the JLA and Nevada Division of State Lands and will review existing land use, available recreation management plans and general or comprehensive land use plans within the project study area to identify recreational opportunities and activities within the project study area.

Socioeconomic Impacts (including Traffic), Environmental Justice, and Children's Environmental Health and Safety Risks

CONSULTANT will gather relevant data related to socioeconomic to establish baseline conditions within the project study area. These baseline conditions may include but are not limited to the size and density of local populations, the distance of the general study area to population centers, economic activity, income, employment, housing, and public services and social conditions. US Census Bureau, US Bureau of Labor Statistics, US Bureau of Economic Analysis, State, and local government data will be used to describe baseline socioeconomic characteristics where appropriate.

CONSULTANT will also establish baseline traffic data for any potentially affected roadways. CONSULTANT will utilize available traffic data to establish baseline roadway and intersection conditions. If no recent traffic data is available, CONSULTANT will collect baseline roadway and intersection turning movement volumes. If traffic data collection is required, the specific locations and timing of data collection will be coordinated with COUNTY. Existing and planned utility corridors and easements will be identified via database review and coordination with applicable utility representatives.

CONSULTANT will gather relevant data related to environmental justice within the general study area and will provide a narrative that describes the existing minority and low-income populations. The most recent available data from the US Census Bureau will be used to identify minority and low-income populations in the general study area. Minority and low-income populations for local, regional, and State populations will be identified for comparison.

CONSULTANT will identify schools, daycare facilities, hospitals, and other similar facilities that may house children within the study area. CONSULTANT will gather relevant data related to children's environmental health and safety

risks within the general study area and will provide a narrative that describes the existing population that are children grouped by age range and the number of schools, day cares, parks, and children's health centers.

Soils, Vegetation and Noxious Weeds

CONSULTANT will conduct desktop research to identify and inventory the soil resources within the project study area, utilizing the NRCS Soil Survey Geographic Database, which delineates unique soil map units and hydric units. CONSULTANT will also research and identify in the project study area the applicable major land resource areas from the NRCS Land Resource Regions and Major Land Resource Areas of the United States, the Caribbean, and the Pacific Basin, US Department of Agriculture Handbook 296, which provides currently available information for land use suitability for activities such as farming, ranching, forestry, and engineering. Information presented will include soil types, soil stability, and erosion potential and factors.

Additionally, CONSULTANT will conduct detailed investigation and surveys, as necessary to identify vegetative resources including any federal or state special status species as well as noxious weeds or invasive plant species in the project study area. Further, CONSULTANT will research the applicable BLM administered Resource Management Plan to identify applicable planning guidance for vegetation and noxious weeds and invasive plant species.

Visual Effects

CONSULTANT will provide a narrative that describes the existing sources of light emissions in the project study area. The narrative will also describe any unique resources (e.g., historic properties, traditional cultural properties, parks, etc.) that could be affected from light emissions. A map showing homes and other light-sensitive sites in the general study area will be included in the discussion, if needed. State and local light emissions regulations and zoning ordinances will also be discussed, if applicable.

Additionally, CONSULTANT will provide a narrative and accompanying photos that describe the existing visual environment of the Proposed SNSA Project and in the project study area. The narrative will also describe any protected visual resources.

Water Resources, including Wetlands, Floodplains, Surface Waters, Groundwater, and Wild and Scenic Rivers

CONSULTANT will identify any known wetlands utilizing the USFWS National Wetlands Inventory and will perform a delineation to determine the jurisdictional status of potentially impacted streams and wetlands within the project study area, as needed. Any necessary delineations will be conducted in accordance with current U.S. Army Corps of Engineers methodology.

CONSULTANT will identify any regulated 100-year floodplains located within the project study area using the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and will provide a narrative that describes existing 100-year floodplain conditions within the project study area.

CONSULTANT will prepare an inventory detailing existing surface waters, including consideration of resource values, classifications, and use. The existing conditions baseline will be developed through desktop research, field reconnaissance (particularly with regard to use), and coordination with and information requests from the jurisdictional federal and state agencies.

CONSULTANT will review and document existing groundwater quality conditions in the project study area. CONSULTANT will summarize the governing regulations related to groundwater quality in the project study area and existing water quality permits that apply to activities in the project study area.

Wild Horses and Burros

CONSULTANT will review and document existing Herd Management Areas to determine the presence and extent of wild horses and burros in the project study area.

Draft Task 8 Deliverables

The following deliverables are anticipated for Task 8. CONSULTANT will:

- Submit drafts of the study areas and APEs depicted on maps for JLA review.
- Prepare an initial draft and subsequent revised drafts of an Air Quality Protocol for JLA review.
- Provide a JLA-approved draft version of the Air Quality Protocol for COUNTY and air quality agencies review.
- Prepare an initial draft and subsequent revised drafts of Biological Inventory for JLA review.
- Prepare an initial draft and subsequent revised drafts of Phase I Environmental Site Assessment Report for JLA review.
- Prepare an initial draft and subsequent revised drafts of a Noise Protocol for JLA review.
- Provide a JLA-approved draft version of the Noise Protocol for COUNTY and applicable federal, state and local agency review.
- Provide an initial draft and subsequent revised drafts of the Affected Environment Chapter to the JLA for review.
- Provide a JLA-approved draft version of the Affected Environment Chapter for COUNTY review.

Draft Task 8 Meetings

The following meetings and participation are anticipated for Task 8.

- Participate in as-needed conference calls with the JLA to discuss comments on the Affected Environment Chapter.
- Participate in as-needed conference calls with the JLA, COUNTY, and Cooperating and Participating Agencies to for resource specific coordination.

DRAFT TASK 9 – ENVIRONMENTAL CONSEQUENCES

The following describes each of the environmental impact categories included in FAA Order 1050.1F, Section 4-1; BLM Handbook H-1790-1; and DOI Departmental Manual Part 516; the methods to be used to address the impacts of the Proposed Action; any reasonable alternatives; and the No Action alternative in an equal level of detail. Potential effects of construction will be evaluated and discussed under each resource area. Potential effects will be evaluated for the Build/Opening Year and future years after opening. If mitigation is required, identification of any potential mitigation measures will also be included under each resource area.

The evaluation will be done in accordance with CEQ regulations that state in part that “[e]ffects or impacts means changes to the human environment from the proposed action or alternatives that are reasonably foreseeable and have a reasonably close causal relationship to the proposed action or alternatives, including those effects that occur at the same time and place as the proposed action or alternatives and may include effects that are later in time or farther removed in distance from the proposed action or alternatives” (40 CFR § 1508.1(g)).

Air Quality

As noted in Draft Task 8, CONSULTANT will identify the current USEPA attainment designations of the project study area with applicable NAAQS. Since the area is currently designated as in nonattainment for 2015 8-hour ozone standard, it is assumed that a General Conformity applicability analysis will be performed for ozone to determine if emissions associated with the Proposed Action are above General Conformity *de minimis* levels. Depending on the results, a General Conformity Determination would be undertaken if required. Additionally, the emissions associated with the Proposed Action for construction and operations of all other criteria pollutants will also be compared to the General Conformity *de minimis* levels for determining significant impacts for NEPA disclosure. The results of the analyses presented below will be documented in the EIS. The air quality/conformity determination will be conducted

consistent with the methods identified in the air quality analysis protocol. If necessary, the documentation will identify any mitigation measures to reduce air quality impacts.

Construction-related emissions will be estimated for both on-road and non-road equipment and specific construction assumptions will be developed by CONSULTANT, including:

- Detailed construction phasing schedule identifying tasks and phasing for each construction activity by project component.
- Detailed list of construction equipment data for each construction activity, including manufacturer, model, capacity, horsepower, fuel type, and estimated hours of operating time per day.
- Employee and commuter hour estimates that will identify the number of employees required for each construction activity, how many contractor employee vehicles would be traveling to and from the site, and how many minutes would be spent by contractor employees commuting per day.
- Construction-related emissions will be based on the project-specific estimated types of construction activities, counts and type of equipment, activity levels, construction start and end dates, and project footprints, as developed by COUNTY and provided to the JLA. The construction specific schedules and equipment will be used along with USEPA emission factors and hours of operation to estimate construction emissions. Total construction activity-related (i.e., construction equipment, fugitives, material trips/conveyance, and commuter trips) criteria pollutant emissions generated during the construction period will be estimated and summarized.

For operational emissions for the future build out years conditions and build out plus five or plus ten years conditions, CONSULTANT will develop aircraft operational emission inventories for the Proposed Action and any alternatives carried forward for analysis, as well as the No Action Alternative. The emissions associated with the Proposed Action and any alternatives carried forward will be compared to those of the No Action Alternative. The differences in emissions will be compared to the NAAQS and to General Conformity *de minimis* levels to determine significance for NEPA.

Biological Resources, including Threatened and Endangered Animal Species, General Wildlife, and Special Status Species

CONSULTANT will assess the extent of potential impacts to biological resources including migratory birds because of the Proposed Action, any alternatives carried forward for analysis, and the No Action alternative, including any potential effects on federal or state listed or proposed species (50 CFR § 402.02). It is assumed that a Biological Assessment and consultation with USFWS in compliance with the Endangered Species Act will be required. Performance of agency consultations with the USFWS and Nevada Department of Wildlife to discuss species of concern, potential impacts associated with the Proposed Action and any alternatives carried forward, and any required mitigation measures will be undertaken.

Climate Change/Greenhouse Gas Emissions

CONSULTANT will evaluate greenhouse gas (GHG) emissions estimated to be associated with the Proposed Action, any alternatives carried forward for analysis, and the No Action alternative. Although there are no federal standards for GHG emissions, it is well established that GHG emissions can affect climate. For the EIS, the GHG emissions analysis will be prepared for carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O) consistent with FAA and BLM guidance, the methodologies described in the air quality task, and the air quality protocol developed in the earlier task. A discussion on how climate change may affect the Proposed Action and any alternatives carried forward will also be included. Additionally, contextualization of the social cost of GHGs will be assessed using discount rates from the Interagency Working Group on Social Cost of Greenhouse Gases. If necessary, the documentation will identify any mitigation measures that would be applied to reduce climate impacts, including climate adaptation measures and how alternatives could be affected by future climate conditions.

Department of Transportation, Section 4(f) and Section 6(f) of the Land and Water Conservation Fund Act

The Section 4(f) Evaluation will document the alternatives and determine if a permanent or temporary occupancy or constructive use of identified Section 4(f) properties would occur. CONSULTANT will use the concurrent Section 106 consultation process to assess effects of the Proposed Action and any alternatives carried forward to historic properties qualifying as Section 4(f) resources, including NRHP-listed or eligible parks, and to determine if the undertaking constitutes a “use”, including a permanent incorporation of land, a temporary use, or a constructive use. If the analysis determines a “use” would occur, CONSULTANT will consider if that use qualifies as *de minimis* or study ways to avoid using Section 4(f) properties or means to cause less overall harm to the Section 4(f) properties.

Further, CONSULTANT will conduct an analysis to determine whether the Proposed Action and any alternatives carried forward for analysis would: require complete or partial transference in ownership of any parkland assisted by LWCF Act funding; temporarily or permanently result in a conversion of parkland subject to Section 6(f) to an alternative use; or result in the disturbance of recreational activities fulfilled by Section 6(f) parkland.

Farmlands

If any farmlands considered to be prime, unique, or of statewide or local importance are identified within the project study area under Draft Task 8, CONSULTANT will determine whether the Proposed Action and any alternatives carried forward for analysis would result in the conversion of any of those farmlands to non-agricultural uses or reduce or eliminate access to those farmlands preventing their use for agricultural purposes. If so, CONSULTANT would perform a land evaluation and site assessment by completing Form AD-1006, the *Farmland Conversion Impact Rating* form, to determine a rating score and establish impacts to these farmlands and whether those impacts are significant. CONSULTANT will also assist the JLA in consulting with the local NRCS field office. If necessary, the documentation will identify any mitigation measures that would be applied to reduce farmland impacts.

Fuels and Fire Management

CONSULTANT will evaluate changes to fuels and increased sources of ignition in order to determine impacts to the fire environment, fire management, or modifications to fire behavior as a result of construction and operation of the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative.

Geology/Mineral Resources

CONSULTANT will conduct an analysis to determine whether the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative would impact geologic hazards, oil and gas resources, mineral deposits or would cross potential renewable energy production areas. If necessary, the documentation will identify any mitigation measures to reduce impacts to geology/mineral resources.

Hazardous Materials, Solid Waste, and Pollution Prevention

Results of all hazardous materials investigations will be documented and evaluated to determine whether impacts and exposure to contaminated materials could occur and how those could be minimized or avoided. The evaluation will aid in determining the potential effects of the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative in terms of hazardous materials. The analysis will incorporate methods for proper handling, management, and disposal of hazardous materials, as well as identify mitigation measures for areas of unavoidable impacts.

Changes in the amount of solid waste due to the Proposed Action and any alternatives carried forward for analysis will be assessed. Provisions to handle any project-induced increases in solid waste will be identified. CONSULTANT will document whether the Proposed Action and any alternatives carried forward for analysis would generate solid waste in excess of the capacities of the local disposal facilities and landfills. If necessary, the documentation will identify any mitigation measures that would be applied to reduce solid waste impacts.

Historic, Architectural, Archaeological, Paleontological and Cultural Resources

CONSULTANT will use the concurrent Section 106 process to address project impacts and resolve any adverse effects to identified historic properties. Should historic resources be identified and the cultural resource assessments (see Draft Task 8) result in a finding of adverse effects, CONSULTANT would be responsible for:

- Assisting the JLA with their government-to-government consultations with Native American Tribes as required for Section 106 consultation.
- Preparing a draft Effects Assessment document for the Proposed Action and any alternatives carried forward for JLA iterative review and comment. The Effects Assessment will address direct, indirect, and reasonably foreseeable effects to historic properties listed in or eligible for listing in the NRHP.
- Preparing a final Effects Assessment document for JLA transmittal to the Nevada SHPO and distribution to consulting parties.
- Preparing draft Memorandum of Agreement (MOA) or Programmatic Agreement (PA) to resolve adverse effects of historic properties for JLA iterative review and comment.
- Preparing final draft MOA or PA for JLA transmittal to COUNTY and Nevada SHPO and distribution to consulting parties for iterative review and comment.
- Preparing final MOA for signature by signatories, invited signatories, and/or concurring parties.

Land Use and Realty

The existing land uses within the project study area will be documented and the Proposed Action, any alternatives carried forward for analysis, and the No Action alternative will be reviewed with respect to consistency with land use and zoning, applicable local and state land use plans, and National Trail Resources. A consistency analysis of all applicable plans, policies, and regulations will be completed and will be sufficiently detailed to support the discretionary actions COUNTY and all other responsible agencies will need to approve to implement each alternative based on consultation and coordination with each of these agencies. The possible conflicts between each alternative and the objectives of federal, regional, state, and local land use plans, policies, and controls within the project study area as well as public controversy based on environmental impacts will be identified in the EIS. If necessary, the documentation will identify any mitigation measures that would be applied to reduce land use impacts.

Livestock Grazing

CONSULTANT will conduct an analysis to determine whether the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative will impact grazing allotments, including the loss of forage, changes to access, or impacts to range improvements or grazing infrastructure. If necessary, the documentation will identify any mitigation measures to reduce potential impacts.

Natural Resources and Energy Supply

CONSULTANT will disclose any changes in energy consumption that would occur as a result of the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative, including energy consumption that will occur during construction. The impacts to existing utility providers serving the area such as electricity, water, and sewage will be evaluated based on the changes resulting from the implementation of the Proposed Action and any alternatives carried forward for analysis. CONSULTANT will evaluate the intensity of the environmental impacts based on, but not limited to, the project's demand to exceed existing and future supplies of natural resources and energy supply.

Using information provided by COUNTY, CONSULTANT will discuss the sustainable practices that are currently used by COUNTY or that COUNTY will employ and how the Proposed Action and any alternatives carried forward would be implemented in accordance with the existing sustainability practices.

Noise and Noise-Compatible Land Use

Potential sources of noise include construction equipment and activities. CONSULTANT will assess the temporary construction impacts associated with the Proposed Action and any alternatives carried forward for analysis on noise-sensitive land uses in the project study area. Temporary construction impacts will be described, and best management practices will be specified to minimize construction impacts.

For operational noise, CONSULTANT will conduct AEDT modeling studies for each analysis year and alternative. Grid points across the study area and noise contours for the Proposed Action, the No Action Alternative, and any alternatives carried forward for analysis will be developed for DNL 60, 65, 70, and 75 dBA for each future year. Each of the alternatives will be examined in detail for their potential to result in any significant or reportable noise impacts surrounding the project study area for each future year.

Additionally, a noise exposure and supplemental metrics analysis will be prepared that compares each alternative carried forward against the future No Action Alternative for each development year. Comparison of contours will be based on the cumulative area, expressed in acres, within each of the contour intervals modeled.

The land use compatibility analyses will focus on the areas within the DNL 65 dBA and higher for each alternative carried forward. CONSULTANT will evaluate all grid points and noise sensitive sites for determination of significant changes within the DNL 65 dBA and higher and for any reportable changes for areas within DNL 45 dBA and higher. The contours will be incorporated into GIS. The noise exposure in terms of population, households, and area by land use will be estimated, within the DNL contour ranges identified above.

Further, potential changes to audible noise, radio noise, and electric and magnetic fields will be summarized in order to identify any implications to public health.

Recreation

CONSULTANT will conduct an analysis to determine whether the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative would impact recreational opportunities, designated or otherwise. Impacts would be quantified by the amount of acreage impacted; visual impacts would be noted when the visual character is a component of the recreational experience. If necessary, the documentation will identify any mitigation measures to reduce potential impacts.

Socioeconomic Impacts (including Traffic), Environmental Justice, and Children's Environmental Health and Safety Risks

The Proposed Action, any alternatives carried forward, and the No Action alternative will be assessed for potential socioeconomic impacts including those associated with relocation or other community disruption, transportation, planned development, employment, and induced socioeconomic development. Potential displacement of housing, businesses, or public services because of the project alternatives will be assessed, as well as changes in employment and the potential induced socioeconomic impacts of construction and operation of the Proposed Action and any alternatives carried forward for analysis. If necessary, the documentation will identify any mitigation measures that would be applied to reduce socioeconomic impacts.

Neither the FAA nor the BLM has identified a significance threshold for traffic impacts. Rather, factors to consider include whether the Proposed Action or any alternatives carried forward would disrupt local traffic patterns and/or substantially reduce the levels of service of roads serving an airport and its surrounding communities. The traffic analysis will focus on these factors to determine the impact of the Proposed Action and any alternatives carried forward for analysis. Additionally, the Proposed Action, any alternatives carried forward for analysis, and the No Action alternative will be assessed for impacts to or the crossing of utility corridors or easements.

The Proposed Action and any alternatives carried forward for analysis will be assessed for the potential to cause disproportionately high and adverse effects on minority and low-income populations based on the DOT Environmental Justice Order (5610.2C) and DOI Departmental Manual Part 525 definitions of these effects. The EIS will assess whether adverse effects would be predominately borne by minority and/or low-income populations, or if these populations would suffer more severe or greater magnitude adverse effects than non-minority/non-low-income populations. If necessary, the documentation will identify any mitigation measures that would be applied to reduce environmental justice impacts.

CONSULTANT will evaluate populations and facilities housing children within the general study area in relation to the proposed construction and operation of the Proposed Action and any alternatives carried forward for analysis to determine the potential disproportionate health or safety risks to children. If necessary, the documentation will identify any mitigation measures that would be applied to reduce children's environmental health and safety impacts.

Soils, Vegetation and Noxious Weeds

The Proposed Action and any alternatives carried forward for analysis will be assessed for the potential to cause either direct or indirect effects to soil health and productivity. CONSULTANT will also analyze whether the Proposed Action or any alternatives carried forward for analysis would impact native land cover types or species status plant species and will quantify the amount of acreage to be impacted. Additionally, should the Proposed Action and any alternatives carried forward for analysis involve ground disturbance and the construction of structures and/or supporting components, it is assumed that there would be an increased risk of noxious weeds spreading and establishing themselves in new areas and that alternatives that disturb more area would have a greater likelihood of spreading noxious weeds simply from increased opportunity. CONSULTANT would quantify this disturbance.

Visual Effects

CONSULTANT will describe the extent to which any lighting associated with the Proposed Action and any alternatives carried forward for analysis would create an annoyance for people in the general study area or interfere with their normal activities. This analysis will include an assessment of changes in the night sky that could occur as a result of the Proposed Action and any alternatives carried forward for analysis. Additionally, the analysis will consider whether the Proposed Action or any alternatives carried forward for analysis would affect homes and/or light-sensitive biological resources, Section 4(f) resources, or historic properties.

CONSULTANT will describe the change in visual resources and visual character that would occur with the Proposed Action and any alternatives carried forward for analysis and determine mitigation measures to reduce these impacts, if necessary. Renderings of key viewpoints will be prepared using photographs from the Affected Environment task to inform the analysis and assist the public in understanding potential changes to the visual resources and visual character of the area with implementation of the Proposed Action or any alternatives carried forward for analysis. CONSULTANT will use the BLM Management Visual Contrast Rating (VCR) system to analyze potential visual impacts.

Water Resources, including Wetlands, Floodplains, Surface Waters, Groundwater, and Wild and Scenic Rivers

CONSULTANT will identify any potential impacts to wetlands likely to occur as a result of the Proposed Action and any alternatives carried forward for analysis. This will include the analysis and documentation of design options that may be available to avoid or minimize any wetland impacts. For impacts that are identified as unavoidable, the JLA will coordinate with COUNTY for the preparation of any required permit applications.

CONSULTANT will identify any potential impacts from encroachment or alteration of the floodplains as a result of the Proposed Action and any alternatives carried forward for analysis. If encroachment or alteration would occur, CONSULTANT would estimate the volume of encroachment based on the footprint of the Proposed Action and any

alternatives carried forward for analysis and would evaluate the encroachment based on applicable FEMA floodplain models. Significance of impacts will be based on applicable FAA and BLM guidance.

CONSULTANT will assess the potential direct, indirect, and cumulative impacts of the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative on surface waters where such resources occur within the project study area. Potential impacts to these waters from both the construction and operations of the Proposed SNSA Project, and possible stormwater-related impacts, will be analyzed and disclosed. Requisite mitigation measures designed to avoid or minimize project-related impacts to surface waters will be defined. CONSULTANT will identify the potential impacts to both local and regional water quality and potential impacts to water quality from stormwater runoff associated with the Proposed Action and any alternatives carried forward for analysis.

CONSULTANT will analyze potential impacts from the Proposed Action and any alternatives carried forward for analysis on groundwater recharge and supply and if it would affect public health. CONSULTANT will also analyze if the Proposed Action or any alternatives carried forward for analysis would cause groundwater quality to violate federal, state, and/or local standards. If necessary, the documentation will identify any mitigation measures that would be applied to reduce groundwater impacts.

Wild Horses and Burros

CONSULTANT will conduct an analysis to determine whether the Proposed Action, any alternatives carried forward for analysis, and the No Action Alternative would cross any Herd Management Areas and whether any wild horses or burros would be displaced. If necessary, the documentation will identify any mitigation measures to reduce potential impacts.

Draft Task 9 Deliverables

The following deliverables are anticipated for Task 9. CONSULTANT will:

- Provide drafts of applicable technical reports, studies or resource specific evaluations to the JLA for review.
- Provide an initial draft and subsequent revised drafts of the Environmental Consequences Chapter to the JLA for review.

Draft Task 9 Meetings

The following meetings and participation are anticipated for Task 9.

- Participate in as-needed conference calls with the JLA to discuss comments on the Environmental Consequences Chapter.
- Participate in as-needed conference calls with the JLA, COUNTY, and Cooperating and Participating Agencies to for resource specific coordination.

DRAFT TASK 10 – PRELIMINARY DRAFT EIS

The following sections of the preliminary Draft EIS will be prepared by CONSULTANT. These include:

- Cover Page
- Executive Summary
- Table of Contents
- List of Acronyms, Abbreviations, and Index
- Chapter 1 – Purpose and Need
- Chapter 2 – Alternatives
- Chapter 3 – Affected Environment and Environmental Consequences
- Chapter 4 – Coordination and Public Notification
- Chapter 5 – List of Preparers
- Appendices (as appropriate)

CONSULTANT will combine these sections with the chapters prepared as part of Draft Tasks 6 through 9 to prepare the preliminary Draft EIS. An electronic version will be submitted to the JLA in PDF and Word format for review and comment. CONSULTANT will meet with the JLA to review comments and then revise the document and prepare a revised preliminary Draft EIS. CONSULTANT will meet with the JLA to resolve comments and revisions by conducting a page-by-page review in a working meeting (sequestration) with the JLA to produce a revised (second) preliminary Draft EIS for JLA, COUNTY, and Cooperating/Participating Agency concurrent review. CONSULTANT will review and compile comments on the revised (second) preliminary Draft EIS provided by the JLA, COUNTY, and Cooperating and Participating Agency and meet with the JLA to discuss comments and resolution of comments.

CONSULTANT will incorporate agreed upon comments and revisions from the JLA, COUNTY, and Cooperating and Participating Agency review and prepare a third revised preliminary Draft EIS for final JLA review. CONSULTANT will address the JLA comments and produce a final version of the preliminary Draft EIS. The review of this final version of the preliminary Draft EIS will be accomplished on a page-by-page basis in a working meeting (sequestration) with the JLA to finalize the Draft EIS for publication.

Draft Task 10 Deliverables

The following deliverables are anticipated for Task 10. CONSULTANT will:

- Provide an initial draft and subsequent revised drafts of the Preliminary Draft EIS to the JLA for review.
- Provide a JLA-approved draft version of the Preliminary Draft EIS for COUNTY and Cooperating and Participating Agencies review.
- Provide revised versions of the Preliminary Draft EIS per JLA disposition of COUNTY and Cooperating and Participating Agencies comments for JLA review.

Draft Task 10 Meetings

The following meetings and participation are anticipated for Task 10.

- Participate in as-needed conference calls with the JLA to discuss comments on the Preliminary Draft EIS.
- Participate in a page-by-page sequestration meeting to complete the Preliminary Draft EIS.
- Participate in as-needed conference calls with the JLA, COUNTY, and Cooperating and Participating Agencies to discuss comments on the Preliminary Draft EIS.
- Participate in a page-by-page sequestration meeting to complete the final Preliminary Draft EIS.

DRAFT TASK 11 – DRAFT EIS

Draft EIS Production

CONSULTANT will produce copies of the Draft EIS, including appendices, for distribution at JLA request. CONSULTANT will distribute the Draft EIS based on the mailing list described under Draft Task 3. CONSULTANT will post a copy of the Draft EIS, compliant with ADA, on the project website, provide a copy to the JLA for upload to applicable agency websites, and place copies as requested in local libraries, applicable JLA offices, and at COUNTY office(s) for public review. CONSULTANT will also assist the JLA in submitting an electronic version of the Draft EIS to EPA that meets EPA's submittal requirements.

Draft EIS Notice of Availability and Notice of Public Meeting

CONSULTANT will prepare a Notice of Availability (NOA) and Notice of Public Meeting announcing the release of the Draft EIS for JLA review and use in publishing in the *Federal Register*, with assistance from CONSULTANT as needed. CONSULTANT will publish this NOA and Notice of Public Meeting in local newspapers of general circulation, as well as on the project website to coincide with publication of the NOA in the *Federal Register*.

Draft Task 11 Deliverables

The following deliverables are anticipated for Task 11. CONSULTANT will:

- Provide and distribute copies of the Draft EIS.
- Prepare a draft NOA for the Draft EIS public meetings for JLA review.
- Publish the approved NOA in local newspapers and on the project website.

Draft Task 11 Meetings

The following meetings and participation are anticipated for Task 11.

- Participate in as-needed conference calls with the JLA to coordinate publication of the Draft EIS.

DRAFT TASK 12 – PUBLIC MEETINGS

It is assumed that the JLA will hold public meetings in order to solicit comments on the Draft EIS from the public and agencies.

CONSULTANT will provide all coordination, logistics, and facilitation for public meetings to be held during the minimum 45-day comment period on the Draft EIS in accordance with DOI Departmental Manual Part 516 and FAA Order 1050.1F. CONSULTANT will be responsible for:

- Developing the logistics for the public meetings by either securing a meeting location or virtual meeting production.
- Preparing all materials (print and digital) to be used, including presentation(s) and presentation boards, fact sheet, sign-in sheets, directional signage, comment forms, and other meeting materials.
- Reproducing all materials to be used.
- Providing easels to be used for display boards (for in-person meetings) or preparing oral narrations for the display boards (for virtual meetings, as needed).
- Retaining and providing payment for the stenographer(s) who will attend the public meeting(s) and take oral comments (for in-person meetings) or transcribe the meeting comments (for virtual meetings).
- Retaining and providing payment for translation/interpretation services (if needed).
- Attending, participating, and assisting the JLA in facilitating the public meetings.

Draft Task 12 Deliverables

The following deliverables are anticipated for Task 12. CONSULTANT will:

- Provide a Draft EIS presentation (if needed) for JLA review.
- Provide a public meeting notice for JLA review.
- Provide a meeting agenda, display boards, wayfinding signage, sign-in sheets, comment sheets and name badges for JLA review.
- Provide translator/interpreter and stenographer services.
- Provide audio/visual equipment and set up for the public meetings.

Draft Task 12 Meetings

The following meetings and participation are anticipated for Task 12.

- Participate in as-needed coordination meetings with the JLA.
- Participate in the public meetings.

DRAFT TASK 13 – PROJECT COORDINATION MEETINGS

CONSULTANT will hold as needed in-person meetings and weekly conference calls with the JLA as well as reoccurring conference calls between the JLA and COUNTY. CONSULTANT will be responsible for setting up the meetings, preparing the meeting agendas, preparing the meeting minutes, and sharing information before and after the meetings.

Draft Task 13 Deliverables

The following deliverables are anticipated for Task 13. CONSULTANT will:

- Prepare the meeting agendas and meeting minutes for as-needed in-person JLA Team meetings.
- Prepare the meeting agendas and meeting minutes for weekly JLA coordination meetings.
- Prepare the meeting agendas and meeting minutes for reoccurring JLA and COUNTY coordination meetings.

Draft Task 13 Meetings

The following meetings and participation are anticipated for Task 13.

- Participate in as-needed in-person coordination meetings with the JLA.
- Participate in weekly JLA coordination meetings.
- Participate in reoccurring JLA and COUNTY coordination meetings.

DRAFT TASK 14 – PROJECT MANAGEMENT

Documentation Standards

CONSULTANT will develop Documentation Standards guidance for CONSULTANT team members. The Documentation Standards will provide guidance for developing written EIS content to:

- Identify JLA expectations for writing standards in advance of draft documentation reviews.
- Provide specific guidance on project terminology.
- Support deeper technical content reviews early in the review cycles by reducing time spent on consistency and tone standardization.

The Documentation Standards will also include an EIS outline that will be submitted to the JLA for review and approval. The standards will be updated, as necessary, throughout the duration of the project.

Management of the Administrative File

This task provides for the assembly, management, and maintenance of the Administrative File for the EIS. The Administrative File provides a digital catalog and electronic and paper copy of all information used in developing the methodology, analysis, and the decision-making process for the EIS. The information contained in this file may have to be included in the Administrative Record. This file serves as a centrally located, organized library for use by the project staff.

Project Management Responsibilities

CONSULTANT will provide monthly invoices to the JLA and COUNTY for approval and processing. As part of the monthly invoice, CONSULTANT will provide the JLA and COUNTY, and others as required, with monthly Disadvantaged Business Enterprise (DBE) and Women Owned Business (WBE) participation reports. Additionally, CONSULTANT will provide the JLA and COUNTY with a bullet point summary of the progress or status on the project schedule, upcoming milestones, budget, and completion of tasks.

The project schedule initially developed in Task 1 will be refined throughout the EIS process as needed and will include meetings, task completion dates, major milestones, etc. The refined schedule will clearly indicate decision points beyond which work will not proceed without JLA review and approval. Items anticipating JLA review and approval include technical papers, draft chapters of the EIS, notices, presentations, and other items noted within this work plan.

Scope of Work

CONSULTANT will prepare a refined Scope of Work for Phase Three. The Scope of Work will be approved by the JLA, with input from COUNTY.

Cost Estimate for Phase Three

CONSULTANT will prepare a cost estimate spreadsheet for the work in Phase Three. The spreadsheet will be provided to COUNTY so that it can prepare an Independent Fee Estimate. CONSULTANT will then complete its cost estimate for the work through completion of the EIS process. CONSULTANT will engage in cost negotiations with COUNTY to reach a reasonable fee for the work in Phase Three.

Draft Task 14 Deliverables

The following deliverables are anticipated for Task 14. CONSULTANT will:

- Prepare an outline of the EIS for JLA review.
- Prepare Documentation Standards for use by CONSULTANT team members for JLA review.
- Maintain the administrative file.
- Submit monthly project invoices and progress reports.
- Prepare updates to the project schedule as needed through the EIS process.
- Prepare an updated Scope of Work for Phase Three.
- Prepare a Cost Estimate Spreadsheet and Cost Estimate for Phase Three.

Task 15 Meetings

The following meetings and participation are anticipated for Task 15.

- Participate in as-needed project coordination meetings.

PHASE THREE

[To be finalized, and approved by the Joint Lead Agencies during Phase Two]

In general, Phase Three work will include the following tasks:

- Cataloging and preparation of responses to comments on the Draft EIS;
- Preparation of the Preliminary Final EIS;
- Preparation of the Final EIS, including the Notice of Availability and publication of newspaper advertisements;
- Preparation of the draft Record of Decision, including the Notice of Availability and publication of newspaper advertisements;
- Continuation of Project Coordination Meetings and Project Management tasks;
- Completion of the Administrative File for the EIS; and
- Litigation support in the event of a legal challenge.

EXHIBIT B

**CONTRACT TO PREPARE ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

INSURANCE REQUIREMENTS

- A. During the term of this Contract, CONSULTANT shall procure and maintain insurance at its expense insuring for claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, or CONSULTANT's agents, representatives, or employees. Said policies shall be placed with an insurer admitted to write insurance in the state of Nevada or an authorized non-admitted insurer have a rating of at least A-VII or better by A.M. Best Company.

CONSULTANT shall at all times during the term of this Contract carry, maintain, and keep in full force a policy or policies of insurance as follows:

1. Worker's Compensation Insurance in accordance with laws of the State of Nevada covering CONSULTANT employees.
2. Employer's Liability Insurance with a minimum limit of \$500,000.00.
3. Automobile Bodily Injury and Property Damage Liability Insurance for protection against all claims arising from the use of vehicles owned, hired, non-owned, or any other vehicle in the performance of the work included in this Contract.

Automobile Liability Insurance minimum limits as follows:

- a. Bodily Injury: \$1,000,000 per occurrence, and Property Damage: \$1,000,000 per occurrence
or
- b. Bodily Injury/Property Damage Combined: \$1,000,000 per occurrence combined single limit
4. Commercial General Liability Insurance providing coverage on an Occurrence Form for operation of CONSULTANT, which includes coverages for Products and Completed Operations, Contractual Liability, Cross Liability, and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000

5. Umbrella Liability Insurance off Site that is excess of the primary automobile liability, employer's liability, and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

CONSULTANT and its subconsultants will be required to maintain a \$5,000,000 General Liability policy if they are required to be on site during the Warranty period.

6. Professional Liability: Professional liability insurance shall not be less than \$2,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must be maintained and evidence of insurance must be

provided for at least two (2) years after completion of or termination of this contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of OWNER, or CONSULTANT must purchase "extended reporting" coverage for a minimum of two (2) years after termination of this contract.

- B. All insurance, except for Professional Liability insurance, shall be on an occurrence basis and not a claims made basis.
- C. Said policies, except Worker's Compensation and Professional Liability Insurance, shall name OWNER, Clark County, Nevada, its Commissioners, Officers, Employees, related entities, and Authorized Representatives as additional insured's with respect to liability arising out of the activities by or on behalf of the additional insured in connection with this PROJECT. The policies will be primary and any other insurance carried by OWNER and/or CONSULTANT shall be excess and not contributing therewith.
- D. Each insurance policy supplied by CONSULTANT (or its subconsultants) must be endorsed to provide that the coverage will not be canceled or materially changed except after written notice has been given to OWNER. CONSULTANT shall provide written notice of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Contract and would degrade the coverage and limits required herein. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.
- E. All required insurance coverage as stated herein will be evidenced by a current ISO (Insurance Services Office) ACORD Form 25 Certificate(s) of Insurance ("Certificates") as well as additional insured endorsements. No General Special certificate forms will be accepted. Such Certificates will include, but will not be limited to, the following:
 - 1. All Certificates for each insurance policy are to be signed by a person authorized by that insurer.
 - 2. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates. The insurance companies must have a Best Rating of at least A-VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by CONSULTANT (or its subconsultants) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.
 - 3. CONSULTANT (or its subconsultants) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.
 - 4. CONSULTANT (or its subconsultants) will furnish renewal certificates for the same minimum coverages as required by this Contract. The notice for renewal will be submitted ten (10) days in advance of the expiration date shown on the Certificate of Insurance. If, within thirty (30) days from the date of expiration, the Certificate has still not been provided, OWNER may declare CONSULTANT (or its subconsultants) in default of its obligations under this paragraph.
 - 5. All deductibles and self-insured retentions greater than \$25,000 shall be fully disclosed in the Certificates. Deductibles/Self-insured Retentions on any policy greater than \$25,000 requires approval from OWNER.
 - 6. The acceptance of any Certificate evidencing the required insurance coverage's and limits does not constitute approval or agreement by Clark County Department of Aviation that the insurance requirements have been satisfied or that the insurance policies shown in the Certificates are in compliance with the requirements. Failure of Clark County Department of Aviation to demand such certificate or other evidence of full compliance with these

insurance requirements or failure of the Clark County Department of Aviation to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance.

7. For any claims related to this Contract, CONSULTANT's insurance coverage shall be primary. Any insurance or self-insurance maintained by Clark County, its Commissioners, Officers, Employees, related entities, and authorized representatives shall be in excess of CONSULTANT's insurance and shall not contribute therewith.

F. Waiver of Subrogation Other than for Professional Liability Insurance

Other than for Professional Liability Insurance, CONSULTANT hereby grants to OWNER a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against OWNER by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OWNER has received a waiver of subrogation endorsement from the insurer.

G. Subconsultants

CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all of the requirements stated herein, and CONSULTANT shall ensure that OWNER is an additional insured on insurance required from subconsultants.

H. Furnishing Insurance Policies

OWNER reserves the right to require CONSULTANT to furnish actual insurance policies for examination by OWNER.

I. Familiarity with Coverages

It is CONSULTANT's responsibility to familiarize itself with the coverages described in this **Exhibit B**.

EXHIBIT C

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

CONTRACTOR INFORMATION

COMPANY NAME: Landrum & Brown, Inc.

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a : MBE WBE PBE SBE VET DVET ESB NBE LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent 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 that performs a commercially useful function and is at least fifty-one (51%) percent 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 fifty-one (51%) percent 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 two million dollars (\$2,000,000).

VETERAN OWNED BUSINESS ENTERPRISE (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET): A Nevada business at least fifty-one (51%) percent owned/controlled by a disabled veteran.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved in to Nevada law during the 77th Legislative session as a result of AB294.

EXHIBIT C

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB, or NBE subcontractors in association with this Contract. Please indicate if the entity is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (VET), Emerging Small Business (ESB), or Nevada Business Enterprise (NBE).

1. Subconsultant Name: **Bargas Environmental Consulting, Inc.**
Contact Person: **Angela DePaoli** Telephone Number: **916-993-9218**
Description of Work: **Historical, Architectural, Archeological, Paleontological, Cultural, Native American Resources, Paleontology**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____

2. Subconsultant Name: **G.C. Garcia, Inc.**
Contact Person: **George Garcia** Telephone Number: **702-435-9909**
Description of Work: **Community and Stakeholder Outreach**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____

3. Subconsultant Name: **ICF Jones & Stokes, Inc.**
Contact Person: **Nathan Wagoner** Telephone Number: **303-249-5980**
Estimated Percentage of Total Dollars: **BLM Lead, BLM Supplemental Directives, Hazardous Materials & Solid Waste, Surface Water, Visual Resources, Land Use & Realty, Meeting Facilitation, Native American Concerns, Biological Resources**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____

4. Subconsultant Name: **Mead & Hunt, Inc.**
Contact Person: **Brad Rolf** Telephone Number: **303-825-8843**
Description of Work: **Deputy Project Management (Technical), QA/QC, Land Use, Socioeconomic, DOT Section 4(f) Resources**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____

EXHIBIT C

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

5. Subconsultant Name: **Southern Nevada Environmental, Inc.**
Contact Person: **Carey Carlos** Telephone Number: **702-248-5370**
Description of Work: **Biological Resources**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____
6. Subconsultant Name: **TY Lin International**
Contact Person: **Darren Then, PE** Telephone Number: **702-522-7104**
Description of Work: **Preliminary Engineering, Utilities**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____
7. Subconsultant Name: **WSP USA Inc.**
Contact Person: **Kaushal Shah** Telephone Number: **725-724-4312**
Description of Work: **Surface Transportation, Water Resources**
Estimated Percentage of Total Dollars: **TBD**
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
Other: _____

Please indicate here if no MBE, WBE, PBE, SBE, VET, DVET, ESB or NBE subcontractors will be used..

EXHIBIT D

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

DISCLOSURE OF OWNERSHIP / PRINCIPALS

(See following pages)

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

Number of Clark County Nevada Residents Employed:

Business Information:

Corporate/Business Entity Name:	Landrum & Brown, Inc	
(Include d.b.a., if applicable)		
Street Address:	4445 Lake Forest Dr, Suite 700	Website: LandrumBrown.com
City, State and Zip Code:	Cincinnati, OH 45242	POC Name: Rob Adams
Telephone No:	+1 513 530 5333	POC Email: Rob.Adams@LandrumBrown.com
		Fax No: +1 513 530 1278
Nevada Local Street Address: (If different from above)	4050 Dean Martin Drive	Website: LandrumBrown.com
		Local POC Name: Nelson Stone
City, State and Zip Code:	Las Vegas, NV 89109	Local POC Email: Nelson.Stone@TyLin.com
Local Telephone No:	+1 702 522 7100	Local Fax No: +1 702 522 7105

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
TYLIN International Group	Owning Corporation	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Rob Adams
Digitally signed by Rob Adams
 Date: 2024.03.04 09:57:53 -05'00'
 Signature
 President, Landrum & Brown
 Title

Rob Adams
 Print Name
 3/5/2024
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT E

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

FEDERALLY- REQUIRED CONTRACT PROVISIONS

A. GENERAL NOTES

For purposes of this **Exhibit E**, the term "Federally-Required Contract Provisions" refers to the entirety of Section VIII of the Contract.

To the extent that any provision of the Contract conflicts with the provisions in the Federally-Required Contract Provisions, the Federally-Required Contract Provisions control.

B. OBLIGATION FOR LOWER-TIER CONTRACTS

CONSULTANT (including all subconsultants) shall insert the Federally-Required Contract Provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

Except as noted, CONSULTANT is responsible for compliance with the Federally-Required Contract Provisions by any subconsultants, lower-tier subconsultant or service provider.

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,

We, Landrum & Brown, Incorporated

Headquartered at:

4445 Lake Forest Drive, Suite 700, Cincinnati, OH 45242
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.


Signed:  Title: President Date: 3/5/2023

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

**DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,**

We, ICF Jones & Stokes, Inc.

(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:

1902 Reston Metro Plaza, Reston, VA 20190

(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.

ICF Jones & Stokes, Inc. is currently performing mitigation plan development services for Clark County Regional Flood Control District. ICF performs multiple projects across jurisdictions and never shares proprietary information from one project to another. We independently support each project, ensuring no conflicts occur. To the best of our knowledge, no additional active or recently completed projects exist under ICF Jones & Stokes, Inc. with Clark County, NV.

Signed: 

Cecilia Hallwachs

Title: Sr. Contracts Administrator Date: 3/1/2024

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,

We, G.C. Garcia, Inc.
(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:

1055 Whitney Ranch Dr, Suite 210, Henderson, NV 89014
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.

Signed:  Title: President Date: 2/29/24

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

**DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,**

We, Mead and Hunt, Inc.
(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:
2440 Deming Way Middleton, WI 53562
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.

Signed:  Title: Vice President Date: March 1, 2024

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,

We, Southern Nevada Environmental, Inc.
(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:
9160 Dean Martin Drive, Las Vegas, Nevada 89139
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.

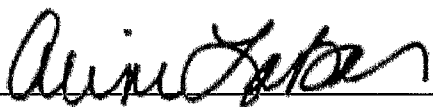
Signed:  Title: President Date: 02/29/2024

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,

We, T.Y. Lin International
(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:

345 California Street, Suite 2300, San Francisco, CA 94104
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.


Signed:  Title: Senior Vice President Date: 3/5/24

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

**DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,**

We, WSP USA Inc.
(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:
One Penn Plaza, 4th Floor, 250 W 34th Street, NY 10119, New York
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.

Below is a list of recently completed and ongoing projects on which WSP has been or is currently involved. WSP intends to seek future projects with Clark County prior to completion of the EIS. None of the recently completed, ongoing, or planned future Clark County projects, bear any relation to the SNSA and therefore will not influence WSP's ability to objectively participate on the EIS team.

Clark County, Department of Public Works:

- I-215/Airport Connector Ph 3
- Hotel Rio Drive
- Harmon-Maryland To Boulder
- Hollywood Blvd Extension
- Mountain's Edge Rush Channel
- Charleston Blvd Interchange
- Laughlin Bridge CM
- Peace Way Bridge
- Tropicana & Univ. Drainage
- Sahara Interch At I-515 Pel
- Flamingo-Uprrr To Hotel Rio
- Orchard Detention Basin F00071
- Fairgrounds Deten
- Flamingo Wash
- Paradise-Harmon & Sands
- Carey Ave to Toiyabe Str
- Traffic Safety
- Harmon Avenue from Audrie
- Laughlin Brdg-CM Support
- Koval Lane
- Tompkins
- Howard Hughes

Clark County, Department of Aviation:

- Perkins-Archeological Monitor
- Perkins Field Airport Rd

Signed:  Title: Syndi Dudley, PhD, PE Date: 3/1/2024
Senior Vice President

EXHIBIT F

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

DISCLOSURE STATEMENT PURSUANT TO 40 C.F.R. § 1506.5(b)(4)
THAT,

We, Bargas Environmental Consulting, LLC
(Provide full name of RESPONDENT/Subcontractor)

Headquartered at:

3604 Fair Oaks Blvd., Suite 180, Sacramento, CA 95864
(Provide complete street address, city, state and zip code)

do hereby certify that, except as identified below, we have no financial or other interests in the execution or outcome of the proposed development to be examined in the Environmental Impact Statement (EIS) for the proposed Southern Nevada Supplemental Airport (SNSA), nor any financial or other interests in other related developments at the proposed SNSA or any Clark County-owned airports; nor any financial or other interests in any mitigation requirements associated with any development at the SNSA or any Clark County-owned airports.

Signed:  Andrew Hernandez, MBA Title: Director of Corporate Services Date: 02/29/2024

EXHIBIT G

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

SCHEDULE

[To be included as part of Phase Two]

EXHIBIT H

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

KEY TEAM MEMBERS

Rob Adams	Project Director
Sarah Potter	Project Manager
Kate Andrus	Deputy Project Manager (Technical)
Gaby Elizondo	Deputy Project Manager (Administrative)
Peggy Roberts	BLM Resource Lead
Prakash Dikshit	Planning Lead
Sydni Dudley	Water Resources Lead
Kaushal Shar	Surface Transportation Lead
Jesse Baker	Noise Analysis
Evelyn Chandler	Historic/Cultural/Tribal Resources Lead
Charles Johnson	Biological Resources Lead
Melissa Eure	Public Outreach Lead
Darren Then	Preliminary Engineering/Utilities Lead
Brian Poe	Aviation Activity Forecast Lead
Brad Rolf	QA/QC & DOT Section 4(f) Lead
Nathan Wagoner	BLM Supplemental Directives Lead

EXHIBIT I

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

FEES AND RATES

EXHIBIT I

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

FEES AND RATES

CONSULTANT

Landrum & Brown, Incorporated

Position	Rate
Officer	\$360.00
Associate Vice President	\$315.00
Senior Managing Consultant	\$285.00
Managing Consultant	\$275.00
Senior Consultant	\$245.00
Consultant	\$210.00
Analyst	\$175.00
Analyst-Intern	\$140.00
Project Accountant	\$100.00
Operations Admin/Corporate Support	\$100.00
Administrative Assistant	\$85.00

SUBCONSULTANTS

Bargas Environmental Consulting, Inc.

Position	Rate
Director of Cultural Resources	\$184.00
Principal Paleontologist	\$184.00
Principal Archaeologist	\$169.61
Senior Archaeologist	\$112.60
GIS Specialist	\$112.60
Technical Editor	\$85.79

G.C. Garcia, Inc.

Position	Rate
Outreach Lead	\$410.00
Outreach Lead II	\$340.00
Outreach Specialist	\$290.00
Outreach Coordinator	\$155.00

EXHIBIT I

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

FEES AND RATES

ICF Jones & Stokes, Inc.

Position	Rate
Project Director	\$280.25
Sr Technical Analyst	\$242.25
Managing Consultant	\$228.00
Senior Consultant III	\$209.00
Senior Consultant II	\$185.25
Consultant I	\$152.00
Associate Consultant II	\$142.50
Environmental Tech II	\$118.75
Environmental Tech I	\$99.75
Technician	\$84.78

Mead & Hunt, Inc.

Position	Rate
National Practice Lead	\$360.00
Business Unit Leader	\$360.00
Planner 4	\$175.00
Administrative Support	\$110.00

Southern Nevada Environmental, Inc.

Position	Rate
Principal	\$150.00
Project Manager/Coordinator	\$130.00
Lead Biologist	\$120.00

TY Lin International

Position	Rate
Associate Vice President	\$299.52
Lead Aviation Engineer	\$263.56

EXHIBIT I

**CONTRACT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

FEES AND RATES

WSP USA Inc.

Position	Rate
Senior Vice President (Transportation Planning)	\$386.92
Senior Vice President (Drainage)	\$350.37
Senior Vice President (Structures)	\$302.49
Senior Vice President (Civil and Traffic)	\$284.20
Assistant Vice President (Traffic)	\$239.85
Assistant Vice President (Traffic Modelling / Forecasting)	\$222.87
Assistant Vice President (Drainage)	\$210.37
Lead Consultant (Civil & Structural)	\$207.67
Senior Consultant (Drainage)	\$168.18
Lead Specialist, Design Support	\$133.94
Associate Consultant (Civil & Structural)	\$130.12
Associate Consultant (Drainage)	\$109.19
Coordinator, Design Support	\$81.84

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

Number of Clark County Nevada Residents Employed: 0

Business Information:

Corporate/Business Entity Name:	Landrum & Brown, Inc	
(Include d.b.a., if applicable)		
Street Address:	4445 Lake Forest Dr, Suite 700	Website: LandrumBrown.com
City, State and Zip Code:	Cincinnati, OH 45242	POC Name: Rob Adams
Telephone No:	+1 513 530 5333	POC Email: Rob.Adams@LandrumBrown.com
		Fax No: +1 513 530 1278
Nevada Local Street Address: (If different from above)	4050 Dean Martin Drive	Website: LandrumBrown.com
		Local POC Name: Nelson Stone
City, State and Zip Code:	Las Vegas, NV 89109	Local POC Email: Nelson.Stone@TyLin.com
Local Telephone No:	+1 702 522 7100	Local Fax No: +1 702 522 7105

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
T.Y. Lin Incorporated	Owning Corporation	100

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Rob Adams
Digitally signed by Rob Adams
Date: 2024.03.04 09:57:53 -05'00'

 Signature
 President, Landrum & Brown

 Title

Rob Adams

 Print Name
 3/5/2024

 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

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Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative