The UNITED STATES OF AMERICA acting through the Bureau of Land Management (BLM), and Clark County Department of Public Works, you, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947 (61 Stat. 681), as amended at 30 U.S.C. 601 through 604, and the regulations at 43 CFR Group 3600.

We agree:

Sec 1. Contract area – Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in Section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>STATE</th>
<th>TOWNSHIP</th>
<th>RANGE</th>
<th>SECTION</th>
<th>ALIQUOT PARTS</th>
<th>MERIDIAN</th>
<th>ACREAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark</td>
<td>NV</td>
<td>T. 19 S.</td>
<td>R. 61 E.</td>
<td>14</td>
<td>S2SW</td>
<td>MDM</td>
<td>80.00</td>
</tr>
<tr>
<td>Clark</td>
<td>NV</td>
<td>T. 19 S.</td>
<td>R. 61 E.</td>
<td>15</td>
<td>S2S2</td>
<td>MDM</td>
<td>80.00</td>
</tr>
<tr>
<td>Clark</td>
<td>NV</td>
<td>T. 19 S.</td>
<td>R. 61 E.</td>
<td>16</td>
<td>S2S2</td>
<td>MDM</td>
<td>80.00</td>
</tr>
<tr>
<td>Clark</td>
<td>NV</td>
<td>T. 19 S.</td>
<td>R. 61 E.</td>
<td>17</td>
<td>S2SE</td>
<td>MDM</td>
<td>80.00</td>
</tr>
</tbody>
</table>

Pit Name (if any):

☐ BLM will check this box if this contract is in a Community Pit. Community Pit Serial Number:

Sec. 2. Amount and price of materials – The United States determines the total purchase price by multiplying the total quantity of mineral material designated by the unit price given below, or as changed through reappraisal.

<table>
<thead>
<tr>
<th>KIND OF MATERIAL</th>
<th>QUANTITY (Unit of Measure must be specified in next column)</th>
<th>UNIT OF MEASURE</th>
<th>PRICE PER UNIT</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand and Gravel, S&amp;G</td>
<td>605,430.00</td>
<td>Cubic Yards</td>
<td>$1.20</td>
<td>$756,516.00</td>
</tr>
<tr>
<td>Reclamation Fee, if in a Community Pit:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| TOTAL PURCHASE PRICE | $756,516.00

BLM’s determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in Section 19.

You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.

☐ If you pay in full in advance, BLM will check this box, and Subsections 3(a) through 3(c) do not apply to your contract.

You must pay in full for all sales of $2,000 or less.

Sec. 3. Payments, title, and reappraisals – You may not extract the materials until you have paid in advance for them in full $756,516.00, or paid the first installment of $500,000.

(a) If you pay in installments, you must pay the first installment before BLM approves the contract.

(b) Once you start removing material, you must pay each subsequent installment payment monthly in an amount equal to the value of materials removed in the previous month. Payment must be made by the 15th day following the end of the month for which you are reporting. You must pay the total purchase price not later than 60 days before the contract expires.

(Continued on page 2)
Sec. 4. Bonds - (a) You must furnish BLM with a performance bond in the amount of $______ as a condition of issuing this contract.

(b) If you do not perform all terms of the contract, BLM will deduct an amount equal to the damages from the face amount of the bond. If the damages exceed the amount of the bond, you are liable for the excess. BLM will cancel the bond or return the cash or U.S. bonds you supplied when you have completed performance under this contract.

(c) BLM will require a new bond when it finds any bond you furnish under this contract to be unsatisfactory.

Sec. 5. Risk of loss - You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

Sec. 6. Liability for damage to materials not sold to you - You are liable for loss or damage to materials not sold to you if you or your agents are directly or indirectly responsible for the damage or loss. You are also liable if you fail to perform under the contract according to BLM’s instructions and the United States incurs costs resulting from your breach of any contract term or your failure to use proper conservation practices. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

Sec. 7. Stipulations and reserved terms - Your rights are subject to the regulations at 43 CFR Group 3600 now or hereafter in force and to any stipulations and the mining plan attached to this contract.

☐ BLM will check this box if there are stipulations attached to this contract.

Sec. 8. Notice of operations - You must notify BLM immediately when you begin and end operations under this contract. If BLM has specified a time frame for notification, you must comply with that time frame.

Sec. 9. Assignments - You may not assign this contract without BLM’s written approval.

Sec. 10. Modification of the Approved Mining or Reclamation Plan - You or BLM may initiate modification of these plans to adjust for changed conditions, or to correct any oversight. The conditions for BLM requiring you to modify these plans, or approving your request for modification are found in the regulations at 43 CFR 3601.44.

Sec. 11. Expiration of contract - This contract will expire ______________ years, ______________ months, ______________ days from its approval date, unless BLM extends the term or renews the contract.

☐ BLM will check this box if this contract is a renewable competitive contract.

Sec. 12. Extensions of time - BLM may grant you an extension of time in which to comply with contract provisions under the regulations at 43 CFR 3602.27. For contracts with terms over 90 days, you must apply in writing no less than 30 or more than 90 days before your contract expires. For contracts with terms of 90 days or less you must apply no later than 15 days before your contract expires.

Sec. 13. Renewal of renewable competitive contract - BLM will renew your renewable competitive contract if you apply in writing no less than 90 days before your contract expires and you meet the conditions in the regulations at 43 CFR 3602.47.

Sec. 14. Time for removing personal property - You have ______________ days (not to exceed 90) from the date this contract expires to remove your equipment, improvements, and other personal property from United States lands or rights-of-way. You may leave in place improvements such as roads, culverts, and bridges if BLM consents. Any property remaining after this period ends, including extracted materials, becomes the property of the United States. You will remain liable for any costs of removing and disposing of the property and restoring the site.

Sec. 15. Violations and cancellations - (a) If you violate any terms or provisions of this contract, BLM may cancel your contract following the regulations at 43 CFR 3601.60 et seq., and recover all damages suffered by the United States, including applying any advance payments you made under this contract toward the payment of the damages.

(b) If you extract any mineral materials sold under this contract during a suspension period, or after the contract has expired or been canceled, you have committed, and may be charged with, willful trespass.

Sec. 16. Responsibility for damages suffered or costs incurred by the United States - If you, your contractors, subcontractors or employees breach this contract or commit any wrongful or negligent act, you are liable for any resulting damages suffered or costs incurred by the United States. You must pay the United States within 30 days after receiving a written demand from BLM.

Sec. 17. Equal opportunity clause - The actions you take in hiring must comply with the provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended, which describe the non-discrimination clauses. You may get a copy of this order from BLM.
Sec. 18. Effective date - This contract becomes effective as indicated below.

☐ If this contract becomes effective on the date BLM signs the contract, BLM will check this box.

☐ If this contract becomes effective only after certain conditions are met, BLM will check this box, list the conditions below, and indicate the effective date.

Sec. 19. Appeal - You may appeal any decision that BLM makes in regard to this contract under Parts 4 and 1840 of Title 43 of the Code of Federal Regulations.

The following parties have executed this contract as of:

PURCHASER

Clark County Department of Public Works
(Individual or Firm Name)
500 South Grand Central Parkway, PO Box 554000
Las Vegas, NV
(Address)

(702) 455-8075
(Phone Number – include area code)

(Signature)

THE UNITED STATES OF AMERICA

By Shonna Dooman
(Print Name of BLM Official)

(Signature of BLM Official)

Assistant Field Manager

(Date)

The United States, as represented by its BLM Official, has executed this contract as of the date hereof.

If you are a corporation, affix corporate seal here:

Title 18 U.S.C. 1001, makes it a crime for any person knowingly or willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction, subject to a fine of up to $10,000 and imprisonment up to 5 years.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 601 et seq.; 43 CFR Group 3600

PRINCIPAL PURPOSE: BLM uses this information to identify the parties entering into contracts for disposing of mineral materials.

ROUTINE USES: BLM will transfer information from the record or the record itself to appropriate Federal, State, local, or foreign agencies, when relevant to criminal, civil, or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If you do not provide this information to BLM, we will not be able to process your application for a contract.

The Paperwork Reduction Act requires us to inform you that:

The BLM is collecting this information to process your application and effect a binding contract.

The BLM will use this information to identify and communicate with applicants.

You must respond to this request to get a benefit.

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average about 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0103), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.
1.0 General Stipulations

1.1. "Purchaser" means any person, corporation, partnership, association, Federal agency, State agency, local agency, municipality, or other entity that has been issued a mineral material contract or free use permit by the Las Vegas Field Office. Customers may obtain contracts and/or free use permits under any name they choose. However, related business ventures will not be viewed as separate Purchasers.

1.2. "Authorized Officer" means the Las Vegas Field Office Field Manager or his duly appointed representative.

1.3. Purchaser will conform to all Federal, State of Nevada, County, and Local laws, ordinances and regulations. Purchaser will acquire all permits, variances, easements, etc. required to operate within the contract area. The purchaser shall carry out any monitoring requirements and pay any off-set fees imposed by a permit, variance, easement, etc. Failure to conform to all laws, ordinances and regulations or to acquire all required permits, variances and easements will result in the suspension of this contract or permit for a period deemed appropriate by the Authorized Officer.

1.4. Purchaser shall notify the Authorized Officer within five (5) working days of movement of equipment into the contract or permit area, commencement of operations, termination of operations, and removal of equipment from the contract or permit area. Should the purchaser fail to move into the contract or permit area and start production of mineral materials within six (6) months of the issuance of this contract or permit, the Authorized Officer will cancel the contract.

1.5. As provided by 43 USC 1732. Sec. 302, the Authorized Officer may order an immediate temporary suspension of this contract or permit prior to a hearing or final administrative finding if he determines that such a suspension is necessary to protect health, safety or the environment. Where other applicable law (i.e. MSHA, NDOSHE) contains specific provisions for suspension, revocation or cancellation the provisions of such law shall prevail.

1.6. If the Purchaser violates any provisions of this contract or free use permit, the Authorized Officer has the option of refusing to issue any additional mineral material contracts or permits to the Purchaser; or suspending further operations of Purchaser under this contract or permit, except operations necessary to remedy any violations. If purchaser fails to remedy all violations within thirty (30) days after receipt of a suspension notice, the Authorized Officer may, by written notice, cancel the existing contract or permit and take appropriate action to recover all damages suffered by the Government from the violations, including application of any advance payments or performance bonds toward payment of damages.

1.7. The Purchaser is required to possess and display, at the contract or permit area, a current copy of the Mineral Material Sale Contract or free use permit issued by this office along with the stipulations, biological opinion and any other attachments to the Mineral Material Sale Contract or free use permit.
1.8. Holder shall mark the exterior boundaries of the contract or permit area with stake and/or lath at 100 foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Holder. The Holder shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.

1.9. Holder shall conduct all activities associated with construction, operation, maintenance and termination of this contract or permit within the boundaries of the contract or permit area.

1.10. Vertical cuts of three (3) feet or greater will be graded to a minimum horizontal to vertical slope ratio of two to one (2 to 1) and maintained at a minimum horizontal to vertical slope ratio of two to one (2 to 1) for the life of the mining operation.

1.11. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer except for the following requirement: Purchaser must display a permanent identification sign at all entrances to the contract or permit area showing the Purchaser's name, address, and telephone number.

1.12. Night watchmen, mobile homes, recreational vehicles, non-operational vehicles, storage areas, repair areas, salvage areas, and all other persons, animals, materials and/or equipment not directly related to the mining, processing, and/or hauling of mineral materials are not allowed within any contract or permit area unless approval is granted in writing by the Authorized Officer.

1.13. Firearms may not be possessed within the boundaries of any contract or permit area, either openly or under concealment, except by an officer, agent or employee of the United States, a State, or a political subdivision thereof, who is authorized by law to engage in law enforcement activities. Possession or use of a firearm within a contract area will result in the revocation or cancellation of this contract. Future sales may also be denied.

1.14. No open fires shall be allowed in the contract or permit area.

1.15. Machinery will be kept on the pit floor to the extent possible. All stockpiles and waste rock piles will be kept at as low an angle to the horizon as possible to reduce visual impacts. No unnecessary equipment or vehicles will be kept on site. Except for stockpiles of processed material, the pit floor will be kept reasonably level and uniform during the term of the contract or permit.

1.16. Asphalt hot plants, concrete batch plants, materials recycling plants and water wells are not allowed within any contract area unless approval is granted in writing by the Authorized Officer. All other types of plants not specifically for the sole purpose of mining, crushing and/or loading mineral materials are not allowed within the contract or permit area.

1.17. Holder shall maintain the contract or permit area in a safe, useable condition, as directed by the Authorized Officer.

1.18. The contract or permit area shall be maintained in a sanitary condition at all times. Waste materials at those sites shall be disposed of promptly at an approved waste disposal site. “Waste”, as used in this paragraph, shall mean all discarded matter of any kind.
1.19. Materials stockpiled and remaining on Government lands and rights-of-way at the end of the period specified for removal in the contract or permit shall become the property of the Government upon expiration of the contract or permit.

1.20. Purchaser will furnish this office with a monthly report of mineral materials removed under this contract (see Attachment). These reports must be furnished monthly and must include the following information: the Purchaser’s name as shown on the contract or permit, the contract or permit number (i.e. N-92988), the Purchaser’s address, the Purchaser’s phone number, the contracted or permitted volume or weight, a list of the volume or weight of mineral materials removed from the site for each day in the month, a total volume or quantity of mineral materials removed for the month and a total volume or quantity of mineral materials removed over the life of the contract or permit. Monthly reports are due in this office (Las Vegas Field Office) not later than the 15th of each month, or the first business day thereafter if the 15th falls on a weekend or holiday.

1.21. The Authorized Officer may require the Purchaser to submit certified copies of its records showing the names, addresses, and telephone numbers of buyers, the volumes or weights of mineral materials sold, and the dates the sales took place. Submission of erroneous records will constitute grounds for the suspension and/or cancellation of this contract and the suspension of sales of mineral materials contracts for up to one year.

1.22. The Purchaser shall be liable for any damages, cost or expense incurred by the Government arising out of operations under this contract whenever damage, cost or expense results from breach of contract or wrongful or negligent act of Purchaser, his contractors, subcontractors, or their employees. The Purchaser shall pay the Government for the damage, cost or expense within thirty (30) days of a written demand by the Authorized Officer. Failure to make payment within this period will result in the suspension of all contracts and permits to the Purchaser until payment is received.

1.23. All GIS and GPS data for the required surveys must be provided to the BLM in a format compatible with the Bureau’s Arc-Info Geographic Information System:

Acceptable data formats are:
Corrected Global Positioning System files with sub-meter accuracy or better, in UTM NAD 83; Zone 11;
ARCGIS export files on a CD ROM, shapefile, geodatabase.

Data may be submitted in any of the following formats:
ARCGIS interchange, shapefile or geodatabase format.
CD ROM in compressed or uncompressed format.

All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (702) 515-5000.

2.0 Backhauling

2.1. Backhauling of any materials and/or debris into any contract or permit area is not allowed unless approval is granted in writing by the Authorized Officer. The backhauling of materials and/or debris into a contract area by the Purchaser, his contractors,
subcontractors, or their employees will be cause for the Authorized Officer to immediately
order the suspension and/or cancellation of all operations of the Purchaser under all contracts
held through the Las Vegas Field Office. Purchaser will be liable for all costs of removal of
the backhaul materials.

2.2. Approval to backhaul materials will only be granted by the Authorized Officer if the
purchaser can demonstrate that the material will be used for the purpose of blending with the
existing native sand & gravel. The amount of backhaul allowed to be stockpiled on site will
be limited to an amount determined by the Authorized Officer to be a reasonable amount.

2.3. The purchaser will be required to maintain a bond that will provide coverage for the cost
encored by the BLM should the backhauled material need to be disposed of by the BLM.
The bond must cover the entire amount of backhauled material that is authorized in writing
by the Authorized Office even if the actual amount stockpiled on site is less.

2.4. If approval to backhaul materials into the contract area is granted in writing by the
Authorized Officer the following apply:

1. Backhauled materials shall be clean and free of any deleterious materials (i.e. rebar,
wood).

2. Backhauled materials shall be stockpiled in a readily identifiable segregated area.

3. Backhauled materials will be shown as a separate volume on the monthly report for
material removed from the contract area.

4. Upon completion of mining, all remaining backhauled materials must be removed
from the contract area and disposed of in an approved manner.

3.0 Reclamation

3.1. The Purchaser shall be liable for any damages, cost or expense incurred by the Government
arising out of operations under this contract whenever damage, cost or expense results from
breach of contract or wrongful or negligent act of Purchaser, his contractors, subcontractors,
or their employees. The Purchaser shall pay the Government for the damage, cost or expense
within thirty (30) days of a written demand by the Authorized Officer. Failure to make
payment within this period will result in the suspension of all sales to the Purchaser until
payment is received.

3.2. Upon contract termination, Purchaser will remove or dispose of all waste, which has
accumulated in the contract area as a result of the mining operation, to a public sanitary
landfill or other proper disposal area. The term "waste", as used herein, includes, but is not
limited to, garbage, human waste, trash, petroleum products and equipment.

3.3. Vertical cuts of three (3) feet or greater will be graded to a horizontal to vertical slope ratio of
three to one (3 to 1) upon termination of the mining operation.
4.0 Air Quality

4.1. The Purchaser shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable federal, state, or local laws or regulations. The Purchaser shall be responsible for dust abatement within the limits of the contract or permit area and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Purchaser shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the contract or permit area.

Notwithstanding whether a violation of any air quality permit, law or regulation results, the Purchaser will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Purchaser.

4.2. All sand and gravel trucks shall use load covers when transporting mineral materials.

4.3. If new air quality standards are promulgated during the life of the contract, then the Purchaser shall come into compliance with the new standards within a reasonable amount of time.

4.4. All construction projects equal to or larger than .25 acres requires a dust control permit obtained through the Clark County Department of Air Quality and Environmental Management (DAQ). All dust control permit conditions and stipulations must be in compliance for the duration of the project(s).

4.5. If DAQ does not require the Purchaser to have a dust control permit, the purchaser must provide a written statement from DAQ to the LVFO before any ground disturbing activities take place.

4.6. Prior to termination of this contract or permit, the Purchaser shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

4.7. During excavation, backfilling, and contouring, the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.

4.8. The BLM shall suspend the contract of any operations failing to meet air quality regulations, if requested by the Clark County Department of Air Quality Management to do so. The BLM shall suspend the contract of any operations with a pattern of violations (three violations in any one year period) for air quality regulations, regardless of any request by the Clark County Department of Air Quality Management.

5.0 Survey Monuments

5.1. Purchaser shall protect all survey monuments found within the contract or permit area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any survey monuments are
to be disturbed during operations, the Purchaser shall secure the services of a Professional Land Surveyor or Bureau cadastral surveyor to perpetuate the disturbed monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States and Nevada Revised Statutes, Chapter 329, Perpetuation of Corners. The Purchaser shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monuments, the Purchaser shall be responsible for the survey cost.

6.0 Vegetation/Noxious Weeds/Land surface/Soil/Water/Riparian/Woodland/Forestry

6.1 Woodland /Forestry: All cactus and yucca within the contract or permit area must be salvaged, held, and used to revegetate the site as part of the reclamation requirements. If this is not possible or practical, cactus and yucca may be transported to a BLM stockpile for later use by BLM, sold to the public or another alternative may be developed in coordination with the BLM botanist. Unless otherwise directed by the BLM botanist, all replanted cactus and yucca must be watered and otherwise maintained for a period of one year. To ensure successful salvage and transplant, all cactus and yucca must be salvaged using a contractor (or other approved by the BLM botanist) with at least three years of experience salvaging and maintaining plant materials in the Mojave or Sonoran Deserts.

6.2 Noxious Weeds: The Purchaser shall be responsible for controlling all undesirable invading plant species (including listed noxious weeds and other invasive plants identified as undesirable by federal, state or local authorities) within the boundaries of their contract or permit area, including all operating and reclaimed areas, until revegetation activities have been deemed successful and responsibility released by the Authorized Officer. Control standards and measures proposed must conform to applicable state and federal regulations. To avoid spreading noxious and/or invasive weeds project activities shall include the following stipulations:

1. The project proponent shall avoid or minimize all types of travel through weed-infested areas. If a problem is identified and avoidance or removal is not possible, the project proponent shall set up inspection and equipment cleaning sites to prevent the spread of weeds upon departure.

2. The project proponent shall limit ground disturbance to the absolute minimum necessary to safely construct and operate the proposed project. The applicant will avoid creating soil conditions that promote weed germination and establishment.

3. Project related equipment (i.e. undercarriages and wheel wells) will be cleaned of all mud, dirt and plant parts before each tour. Project workers shall inspect, remove, and dispose of weed seed and plant parts found on their clothing and personal equipment, bag the product and dispose of in a dumpster.

4. Prior to any application of herbicide on public lands the Purchaser shall have a current Pesticide Use Permit that outlines application methods, rates, weather constraints and the specific dates of applications. The Purchaser will coordinate project activities with the BLM Weed Coordinator (702-515-5000) regarding any proposed herbicide treatment. The Purchaser will prepare, submit, obtain and maintain a pesticide use proposal (PUP) for the proposed action. Weed treatments

Exhibit A
N-92988
Page 6 of 10
may include the use of herbicides, and only those herbicides approved for use on Public lands by the BLM.

5. Should undesirable invasive plants become established on developed areas prior to reclamation reshaping; appropriate measures will be taken to ensure that the invasive plants are eradicated prior to reclamation earthwork. Should undesirable invasive plants become established on reshaped areas prior to reclamation seeding; appropriate measures will be taken to ensure that invasive plants are eradicated prior to seeding the site.

6. The purchaser shall use weed free seed for reclamation and other organic products for erosion control, stabilization, or revegetation (e.g. straw bales, organic mulch) must be certified weed free. According to Nevada law (NRS 587.111), “all seed shipped to or sold within Nevada is to be free of noxious weed seeds”.

7. If you have questions consult with the Las Vegas Field Office Weed Coordinator. The Las Vegas Field Office Weed Coordinator can be reached at 702-515-5000.

6.3. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.

6.4. Land surface treatment for areas previously undisturbed: Strip the top three to six inches of soil material with associated plant material over all surfaces to be disturbed by construction. Stockpile this material along the course of construction, out of the way but still within the contract or permit area. After final earthwork and grading is complete, including trench backfilling and compaction, replace the stockpiled soil with plant debris uniformly back on the surface of the disturbed area.

6.5. Soil/Water/Riparian/Floodplains: The Purchaser must follow guidelines set by the Clark County Regional Flood Control District (CCRFCD) and Clark County specifications for design of drainage systems. If work is to occur in Ephemeral channels, the Purchaser needs to consult with Army Corp of Engineers (ACOE) and Nevada Department of Environmental Protection (NDEP). For floodplains, if the project is located within the Las Vegas Valley disposal boundary the CCRFCD is responsible for flood control. Federal Emergency Management Agency (FEMA) standards are applicable.

6.6. The Purchaser should utilize best management practices, as provided by Nevada Division of Environmental Protection, to reduce erosion and sedimentation within the project area, thereby reducing impacts to water quality.

6.7. If drilling boreholes, the Purchaser needs to follow Nevada Administrative Code (NAC) protocols for drilling. Consult with ACOE to make sure you do not need a 404 permit. All holes should be drilled according to the Nevada Regulations for Water Well and Related Drilling, per NRS Statutes 534. All holes should be reclaimed according to NRS and NAC regulations and reclaimed immediately after drilling. If groundwater is intercepted, holes will need to be reclaimed appropriately. Additionally, applicant is responsible for obtaining any CWA permits from NDEP that may be necessary.
7.0 Hazardous Material/Pesticides/Liability

7.1. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) shall be used, produced, transported, released, disposed of, or stored within the contract or permit area at any time by the Purchaser. The Purchaser shall immediately report any release of hazardous substances (leaks, spills, etc.) caused by the Purchaser or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.

7.2. The Purchaser shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the contract or permit area potentially affecting the contract or permit area of which the Purchaser is aware.

7.3. As required by law, the Purchaser shall have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the contract or permit area.

7.4. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Purchaser shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer.

The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this ROW.

7.5. The Purchaser shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or thereafter enacted or promulgated. To the full extent permissible by law, the Purchaser agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the contract or permit), the United States against any liability arising from the Purchaser’s use or occupancy of the contract or permit area, regardless of whether the Purchaser has actually developed or caused development to occur on the contract or permit area, from the time of the issuance of this contract or permit to the Purchaser, and during the term of this contract or permit. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Purchaser, its agents, contractors, or third parties. If the liability is caused by third parties, the Purchaser will pursue legal remedies against such third parties as if the Purchaser were the fee owner of the contract or permit.
Notwithstanding any limits to the Purchaser's ability to indemnify and hold harmless the United States which may exist under state law, the Purchaser agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Purchaser's use or occupancy of the contract or permit area regardless of whether the Purchaser has actually developed or caused development to occur on the contract or permit area from the time of the issuance of this contract or permit to the Purchaser and during the term of this contract or permit.

8.0 Cultural

8.1. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Purchaser, or any person working on his behalf on public or Federal lands shall be immediately reported to the Authorized Officer. The Purchaser shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Purchaser will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Purchaser. The Purchaser shall be responsible for the resultant mitigation costs.

9.0 Migratory Birds

9.1. Migratory birds, including the BLM sensitive species the western burrowing owl (*Athene cunicularia*) may be present on the project site.

1. To prevent undue harm, habitat-altering projects or portions of projects should be scheduled outside bird breeding season. In upland desert habitats and ephemeral washes containing upland species, the season generally occurs between February 15th through August 31st.

2. If a project that may alter any breeding habitat has to occur during the breeding season, then a qualified biologist must survey the area for nests prior to commencement of construction activities. This shall include burrowing and ground nesting species in addition to those nesting in vegetation. If any active nests (containing eggs or young) are found, an appropriately-sized buffer area must be avoided until the young birds fledge. As the dates in line 1 under this section (9.1) are a general guideline, if active nests are observed outside this date range they are to be avoided as described above.

3. A qualified wildlife biologist is a person with documented ornithological knowledge of and/or sufficient experience with birds of the Mojave Desert and their behaviors. The person must be able to identify and locate these birds and their nests which may be present within the project area. The wildlife biologist must be familiar with Mojave bird behavior and be able to establish an adequate buffer area around nest sites. The desert tortoise biologist may be able to perform these duties.

4. Upon selection of a qualified wildlife biologist the BLM shall be notified via letter containing the project serial number as assigned by the BLM or the proponent may call and discuss their selection with BLM wildlife staff at (702) 515-5000. Documentation will be placed in the case file.
5. Project area surveys shall be done to ensure 100% coverage. Methods should be selected based on the plant community and/or topography. Field notes and reports shall thoroughly describe methodology and rationale for use and archived.

10.0 Gila Monster

10.1. An encounter with a Gila Monster during operational activities require adherence to the following protocols.

1. Any encounters with a Gila Monster must be reported immediately to the Nevada Division of Wildlife at (702) 486-5127.

11.0 Additional Stipulations

11.1. BLM recognizes that your contractor will be removing the material for the County at this site. However, the contract is issued to the Clark County Department of Public Works. The BLM will not deal directly with your contractor. If we have any issues at the site, we will contact the County for compliance. If your contractor contacts the BLM, we will refer them back to the County.

11.2. You must provide your contractor with a copy of the signed permit and the stipulations. It is the County’s responsibility to monitor your contractor to ensure compliance with the stipulations. If BLM finds any compliance issues, we will report them to the County for resolution.