

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the *25th* day of *APRIL, 1995*, an order was duly made and entered as follows:

Planning - Yucca
Mtn./Environmental
Science Associates
Contract

Moved by Supervisor Michener and seconded by Supervisor Payne to approve the contract between the County of Inyo and Environmental Science Associates, Inc. for the provision of transportation planning and analysis services for the period of April 26, 1995 through December 31, 1995 in an amount not to exceed \$55,000; and authorize the Chairperson to sign contingent upon the appropriate County signatures being obtained. Motion carried unanimously.

Routing
CC
Purchasing
Personnel
Auditor <input checked="" type="checkbox"/>
CAO
Other Yucca Mtn
Environmental Sc. Assoc.
DATE: May 4, 1995

WITNESS my hand and the seal of said Board this *25th*
Day of *APRIL* 1995
C. BRENT WALLACE
Clerk of the Board of Supervisors
By *Patricia Gunsolley*
Patricia Gunsolley Deputy
COUNTY OF INYO CALIFORNIA



County of Inyo
Planning Department

Yucca Mountain Repository Assessment Office
P.O. Drawer L, Independence, CA 93526
(619) 878-0380, FAX (619) 878-0382

Peter Chamberlin
Director of Planning

Brad Mettam
Project Coordinator

MEMORANDUM

TO: Board of Supervisors

FROM: Brad Mettam, Yucca Mountain Project Coordinator

DATE: April 18, 1995

SUBJECT: **REQUEST FOR APPROVAL OF CONTRACT BETWEEN ENVIRONMENTAL SCIENCE ASSOCIATES, INC. AND THE COUNTY OF INYO IN AN AMOUNT NOT TO EXCEED \$55,000 FOR THE PROVISION OF TRANSPORTATION PLANNING AND ANALYSIS SERVICES RELATING TO THE YUCCA MOUNTAIN REPOSITORY ASSESSMENT EFFORT FOR THE PERIOD OF APRIL 26, 1995 THROUGH DECEMBER 31, 1995, AND AUTHORIZE THE CHAIRMAN TO SIGN**

BACKGROUND

The Yucca Mountain Repository Assessment Office (RAO) has included transportation impact assessment as a part of its on-going program of monitoring and impact assessment. The County has entered into a *Memorandum of Understanding* with Caltrans that discusses the need and intent to work cooperatively on issues relating to Yucca Mountain. As a part of that cooperative effort, the County and Caltrans collected information on the vehicular mix, traffic volumes, etc. along State Route 127 last year.

After completing a review process, Environmental Science Associates, Inc. was selected to conduct transportation-related studies for the RAO. The project team includes the University of Nevada, Las Vegas Transportation Research Center.

ANALYSIS

There are three major parts to the proposed Scope of Work:

- Analysis of the traffic data collected along S. R. 127 by the County and Caltrans;

- On-call review of transportation-related documents produced by the Department of Energy or others; and
- Development of a revised Route Concept Report for S. R. 127, that will include potential Yucca Mountain impacts, based on our current knowledge of the Department of Energy's plans.

RECOMMENDATION

Staff recommends approval of the above item in the form of the following **motion**:

"MOVE:

to approve the contract with Environmental Science Associates, Inc. for the period of April 26, 1995 through December 31, 1995 in an amount not to exceed \$55,000 to provide transportation planning and analysis services relating to Yucca Mountain, and authorize the Chairman to sign."

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOCIATES, INC.
FOR THE PROVISION OF TRANSPORTATION RELATED
CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the transportation related consultant services of Environmental Science Associates, Inc. of San Francisco, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Brad Mettam, whose title is: Project Coordinator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM:

The term of this Agreement shall be from April 26, 19 95 to December 31, 19 95 unless sooner terminated as provided below.

3. CONSIDERATION:

A. Compensation.

County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem.

County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Brad Mettam, whose title is: Project Coordinator. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. No additional consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$ 55,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE:

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS:

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC:

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in

Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY:

A. Personal Property of County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION:

Contractor shall provide worker's compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement,

will provide County with evidence of the required worker's compensation insurance coverage.

9. INSURANCE:

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Contractor under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$ 1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. Contractor will provide the County a copy of the policy and a certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County.

B. Business Auto.

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$ 300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

A certificate of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contractor. The policy shall contain a provision prohibiting the cancelation or modification of said policy except upon thirty (30) days prior written notice to the County.

C. Professional Liability.

If Contractor is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified in

Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a professional liability insurance policy with a minimum coverage level of \$ 1,000,000.00. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor.

10. STATUS OF CONTRACTOR:

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION:

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or

destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT:

A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION:

During the performance of this Agreement, Contractor, its

agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medication condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELATION:

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT:

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to

be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY:

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS:

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT:

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION:

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or, any of its terms within ten (10) days of its notifying Contractor of the cancelation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES:

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancelation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT:

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE:

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Planning</u>	Department
<u>139 N. Edwards St., P.O. Drawer L</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Environmental Science Assoc., Inc.</u>	Name
<u>301 Brannan Street, Suite 200</u>	Street
<u>San Francisco, CA 94107-1811</u>	City and State

26. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOC., INC.
FOR THE PROVISION OF TRANSPORTATION RELATED
CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 25th DAY OF April, 19 95.

COUNTY OF INYO

BOARD OF SUPERVISORS

By: Linda Arcularius
Linda Arcularius, Chairperson
Dated: April 25, 1995

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

George A. Holland
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Gayle J. Goodrow
Director of Personnel Services

APPROVED AS TO INSURANCE
REQUIREMENTS:

Marilyn Baker
County Risk Manager

CONTRACTOR

ENVIRONMENTAL SCIENCE ASSOCIATES

By: David Halvickist, VICE PRESIDENT
Dated: April 13, 1995

Taxpayer's Identification or
Social Security Number:

94-1698350

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOCIATES, INC.
FOR THE PROVISION OF TRANSPORTATION RELATED
CONSULTANT SERVICES**

TERM:

FROM: April 26, 1995 **TO:** December 31, 1995

SCOPE OF WORK:

This Scope of Work has been developed jointly between the Contractor and the County. It represents the nature of work involved and level of analysis required to meet the County's needs.

Task 1 Review, Analysis and Evaluation of Traffic Survey Data

This task comprises review, analysis, and evaluation of the traffic survey information and data collected, as well as the survey methodology utilized by the County and the California Department of Transportation (Caltrans) for State Route 127 during the periods of March 25-29 and May 14-17, 1994. Supplemental information from Caltrans or other state agencies containing Route 127 corridor traffic data will be reviewed as necessary and appropriate.

- a. Obtain the two spreadsheets containing traffic survey data provided by Inyo County (approximately 1,930 data records) in "Excel" format. Generally review the types of data records stored and obtain clarification from Staff on all issues related to format and content. Compare data to the original survey forms to assist in reducing inconsistencies in data entry nomenclature that would complicate the data sorting sub-task. Contractor will "clean" and standardize the nomenclature to facilitate data sorts.
- b. Prepare and implement data sort procedures to facilitate summarization of survey data for all records, including but not limited to:
 - *Vehicle Type*: passenger car, RV, single unit truck, tractor-trailer unit, etc.
 - *Origin/Destination Pattern*: for the area delineated by, and to the extent possible:

North: Death Valley, U.S. 95 in Nevada
South: San Bernadino County / I-15
East: U.S. 95 in Nevada
West: U.S. 395

- *Trip Purpose:*
 - (a) Work-related - assuming that most work-related travel involves regional travel and not traditional, localized home-work patterns typical of urbanized areas
 - (b) Recreational - assuming that most recreational trips are regional in nature, and that survey records will reveal relatively few localized patterns O/D patterns
 - (c) Shopping
 - (d) Personal
 - (e) Other (Survey Code M32+-)
- *Residence:* within SR 127 corridor, other Inyo County, other California, Nevada, other U.S. by state, international by country (those who required foreign language survey forms will also be identified).
- *Commercial:* contents, destination, laden weight

The Contractor will identify any data deficiencies regarded as posing as obstacles to effective data analysis, including problems related to computer data sorting sub-tasks. Any additional work required to acquire new data or substantial extra work required to manipulate existing data, will be performed as an additional task item, at additional expense, with Staff consent.

- c. The Contractor will summarize the survey data, sorted as described above. Summarization will include the methodology used to "clean" and analyze the data, written descriptions accompanied by data matrices and appropriate, relevant graphic illustrations, e.g. for trip distribution (flow pattern) and trip purpose ("Pie"-charts). Data will also be sorted and analyzed by survey station, survey time period, and in-total.

The Contractor will interpret the data to identify and describe specific trends, patterns, or unusual anomalies (and their relative frequencies). This data will be compared with available traffic count data in performing this interpretation. These assessments will involve discussions with and input from County and Caltrans staff. As the State Route 127 Traffic Study was modeled after the 1989 Inyo and Mono County Recreation and Highway Travel study, the data from this study will be presented in a manner that allows comparison to the earlier study. The discussion of issues and findings will be formatted to facilitate easy incorporation into a Route Concept Report for Caltrans. Findings will be described, and their significance assessed as they relate to:

- Operations related to the Yucca Mountain Nuclear Repository, particularly traffic patterns related to (potential future) construction personnel, operating personnel, materials shipments, and transport of high-level waste;

- Inter-regional patterns not related to Yucca Mountain, including work, commercial, and recreational;
- Local travel patterns, i.e. within the SR 127 corridor

d. Documentation

The Contractor will provide a two (two) hard copies of the Draft document and one on computer disc (Word for Windows 6.0). The Draft document will include all text, tables, and graphics. Staff comments will be incorporated into a Final document, to be delivered in both hard copy form (three copies) and on computer disc. Any other data sets, geographical information system files, or graphic material developed will be delivered in the appropriate, mutually agreeable software format.

Meeting Assumptions - Task 1

The Contractor's Project Manager will have one meeting with Project and Caltrans Staff in Inyo County. Attendance at other meetings in Inyo County requiring additional travel there will be made at additional expense. If desirable, meetings at other locations such as San Francisco or Las Vegas could be held at lower cost.

Field Study

The Contractor will make a field trip to drive the length of the SR 127 corridor, to be made by the Project Manager and possibly one additional team member (Caltrans and/or County staff will participate if possible). This would provide consultant personnel with a greater degree of familiarity with all physical, geographic, and topographic attributes of the project area, and operational characteristics of the highway. The latter would include changes to striping, lane geometry (e.g. passing lanes), and changes to "No Passing" segments. The objective is to identify changes in the roadway's physical and operational characteristics that have transpired since the last RCR was prepared ten years ago. We will also visually assess the physical condition of SR 127 and prepare a general-level identification and assessment of necessary improvements as described in Caltrans' RCR Guidelines (12/87). All of this information is necessary to update the RCR (see Task 3).

Task 2 On-Call Review of DOE-Produced Documentation Related to Yucca Mountain Site Characterization

This task will involve review of various DOE documentation by staff of UNLV-TRC and ESA. While the Contractor will maintain primary responsibility for performance, schedule and product, review responsibility will be generally divided as shown below:

<u>DOE Document Topic/Subject</u>	<u>Primary (Secondary) Review Responsibility</u>
Multi-Purpose Canister Design	UNLV
Waste Transport Mode/Route Selection	UNLV (ESA)
Other Waste Transport Technology	UNLV
Regulatory and Policy Studies for	
Waste Transport/Transfer/Storage:	UNLV
NEPA/CEQA Environmental Issues:	ESA
Institutional Assessment	UNLV
Risk Assessment	UNLV

This is not intended to be an all-inclusive list. Should the need to address DOE documents related to other topics arise, we will delegate review responsibility in an appropriate manner. Detailed task descriptions and cost estimates for documentation review will be prepared on an as-needed basis and will be based upon the enclosed personnel billing rates.

Task 3 Preparation of the SR 127 Route Concept Report (RCR)

The RCR is a 20-Year plan for individual routes within the State Route network, and is an integral part of Caltrans' System Planning Process, which ensures that the State highway system and will adequately meet future needs. The RCR is a concept, with supporting documentation, that describes how the route could perform and what the physical facility might look like over the next 20 years. The analysis of survey data from Task 1 will be incorporated into the RCR.

Prior to commencing work on the SR 127 RCR, we will confer with Caltrans District 9 staff to:

- Identify format and content requirements for the SR 127 RCR, per the RCR Guidelines
- Identify the preferred technical methodology for evaluation of roadway conditions
- Obtain and summarize the most up-to-date traffic flow data for study area roadways. Identify intersections along that route for which conditions should be evaluated. These would include locations where Caltrans has determined that traffic flow operations could approach capacity conditions or where unsafe conditions may exist.
- Obtain most recent three-year accident data available for SR 127, and the statewide average for comparable roadways
- Obtain available information on the physical condition of SR 127 and planned / programmed capital improvements.
- Obtain and review other recent, available studies that characterize transportation in the region, such as the Death Valley Study prepared for the National Park Service.

The Route Concept Report (RCR) will conform to Caltrans' RCR Guidelines. Note that all measurements must be in metric units, with English units shown in parentheses. Attachment A shown on the following page contains an "Outline of Basic Elements and Suggested Format" for the RCR, and we will adhere to the content and intent of the Guidelines. To the extent possible, the updated RCR will use information contained in the previous SR 127 RCR. This document

should provide substantial, useful information on the route description, segmentation, purpose, physical condition, and (previous) deficiencies and proposed improvements. Where necessary, that information will be updated using data obtained from Caltrans District 9, supplemented as appropriate, by information gathered during the proposed field trip.

- a.. Prepare a "Setting" section consisting of the Route Description, Route Segmentation, and Route Purpose (by segment).
- b. Prepare a Route Concept section which describes general-level concept plans for each segment's proposed physical and operational characteristics, i.e. number and type of lanes, lane widths, and operational (LOS) standards. This section will include Alternative Concepts, which describe options for physical/geometric alignments and corresponding LOS standards, by segment.
- c. Prepare a Route Analysis section, which describes the following items graphically and in writing, by segment:
 - signage, signals, interchanges, drainage characteristics, and rest stops
 - topography, land use, economic base, and demographic conditions and projections for areas served by each route segment
 - facility type, dimensions, terrain, and operating conditions for each segment
 - identify alternate routes, accommodation for bicycles, transit service, nearby aviation, rail, and pipeline facilities
 - percentage of RVs and trucks
- d. Prepare an assessment of operating conditions, to include:
 - existing conditions plus 10- and 20-year projections using trend-based traffic growth forecasts. LOS and volume- or demand-to-capacity ratios will be based on the methodologies described in the recently updated Highway Capacity Manual or the 1985 Highway Capacity, as directed by Caltrans. The analysis of future conditions will reflect the operation of legal weight truck casks or overweight, multi-purpose casks (MPCs) designed to haul high-level radioactive waste to Yucca Mountain. Likewise, we will identify the consequences of future traffic patterns on truck access to Yucca Mountain via SR 127. The team will prepare an operations scenario for these movements based on the latest, best information available on vehicle type, dimensions, speed, and potential shipment frequency, using estimates based on various modal choices and volume scenarios.
 - an accident analysis, based on three years of accident data provided by Caltrans; accidents will be categorized (i.e., with and without injuries/fatalities) and rates compared to statewide averages for similar roadways.

- e. Identify "Present and Future Concerns", and key deficiencies by segment. This section identifies potential problems related to existing design deficiencies and adverse physical conditions, as they relate to the level and type of existing and forecast traffic. We will also discuss concerns related to movement to and from Yucca Mountain along SR 127.
- f. Identify the "Improvements Necessary to Attain Route Concept." This section identifies specific geometric and capacity improvements needed, by segment, to address the conditions and concerns identified in sections 3. d and 3.e above, and to implement the Route Concept. If relevant or warranted, it would also include descriptions of considerations for operational, safety, rehabilitation and/or reconstruction improvements, such as High Occupancy Vehicles or Transit facilities/services. Also, improvements needed to accommodate an operations scenario for Yucca Mountain will be identified.

Transporting waste shipments or construction materials along SR 127 may have a substantial effect on roadway capital improvement requirements. At the discretion of Caltrans and the County, we can develop alternative sets of requirements for operational and capital improvements - one which assumes no transportation to Yucca Mountain, the other with high-level waste and construction shipments. Likewise, we will prepare parallel descriptions of the "Ultimate Transportation Corridor" which describes the long-term right of way requirements for the route. This will primarily consider the facility's ultimate configuration, reflecting what will be needed to accommodate the land use build-out as reflected in the local and County General Plans. Defining the "Ultimate Transportation Corridor" is a useful tactic for preserving right of way, and helps prevent potential future encroachment by other land uses.

- g. Prepare a "Long Range Plan Coordination", which coordinates the RCR with District 9's Long Range Operations Plan. This helps assure that low cost operational improvements are considered to attain route concepts before considering major capital improvements. It is also used to ensure that the route concept dovetails with concepts or plans prepared by adjacent jurisdictions such as San Bernadino County and the State of Nevada.
- h. RCRs typically contain a section describing Environmental Considerations, which identifies potential impacts of implementing the Route Concept. Potential impacts or considerations will be identified by impact category at a general level of detail. Such impact categories may include Land Use/Farmland conversion, Socio-economics, Cultural Resources, Wetlands, Biology, and others.
- i. Prepare an RCR Summary and Statement of Planning Intent, as described in the RCR Guidelines.
- j. Documentation
 - The Contractor will prepare and submit twelve (12) hard copies of a First Draft document and report files on a computer disc using Word for Windows 6.0. The First Draft document will

include all text, tables, mapping, and graphics. Staff comments will be incorporated into a Final Draft document, to be delivered in both hard copy form and on computer disc.

- The Contractor will incorporate staff comments into a Final Draft document and deliver twenty-seven (27) hard copies and report files on a computer disc using Word for Windows 6. The Final Draft document will include all text, tables, and graphics.
- Caltrans District 9 approval of the final document, and determination that it is suitable for adoption, is required. If comments prepared by Caltrans and/or Inyo County staff direct the Consultant to collect substantial new data or perform previously unauthorized tasks, these will be performed at additional expense, and the delivery schedule for the Final Draft (and Final) Route Concept Report will be adjusted accordingly.
- The Contractor will incorporate staff comments into a Final Route Concept Report and deliver fifty-five (55) hard copies and report files on a computer disc using Word for Windows 6.0. The Final document will include all text, tables, and graphics. Any other data sets, geographical information system files, or graphic material developed will be delivered in the appropriate, mutually agreeable software format.

Meeting Assumptions - Task 3

Data collection for the RCR may be conducted during the first scheduled trip to Inyo County described in Task 1. The Contractor's Project Manager will attend a meeting at the Caltrans District 9 office in Bishop to review the final draft of the Route Concept Report prior to approval. Attendance at additional meetings in Inyo County requiring additional travel will be made at additional expense. If desirable, meetings could be conducted at other locations such as San Francisco or Las Vegas at lower cost.

We anticipate that one field trip by consultant personnel to the SR 127 corridor study area would meet the needs for Tasks 1 and 3 simultaneously. Additional field trips to the study area would be made at additional expense.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOC., INC.
FOR THE PROVISION OF TRANSPORTATION RELATED
CONSULTANT SERVICES

TERM:

FROM: April 26, 1995 TO: December 31, 1995

SCHEDULE OF FEES:

ESA Participants (fully burdened rates)

Stephen P. Gordon	\$105/hr.
Jack R. Hutchison	\$95/hr.
Paul R. Mitchell	\$50/hr.
Graphic Support	\$50/hr.
Production/Clerical	\$50/hr.

UNLV Participants (fully burdened rates)

Director	\$100/hr.
Associate Professor	\$66/hr.
Research Assistant	\$33/hr.

Estimate of Costs by Task

Task One	\$12,105
Task Two	\$ 8,271
Task Three	<u>\$34,624</u>
Total	\$55,000

Contractor will perform and complete the tasks identified and described on Attachment A for a total cost not to exceed \$55,000.00, including travel and per diem.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOCIATES, INC.
FOR THE PROVISION OF TRANSPORTATION RELATED
CONSULTANT SERVICES

TERM:

FROM: April 26, 1995 TO: December 31, 1995

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Standard County travel and per diem reimbursement rates which are those allowed under IRS standard guidelines will apply.

Fax Transmittal Memo 7672

To: <i>Peter Chamberlain</i>	From: <i>David Nalambert</i>
Company: <i>County of Inyo</i>	Company: <i>ESA</i>
Location: <i>Bishop, CA</i>	Location: <i>SF</i>
Fax: <i>(619) 873-5695</i>	Fax: <i>(415) 896-0332</i>
Telephone: <i>(619) 872-1168</i>	Telephone: <i>(415) 896-5900</i>
Original Disposition: <input type="checkbox"/> Destroy <input type="checkbox"/> Return <input type="checkbox"/> Call for pickup	

SENT BY: 4-19-95 10:23AM : INYOCOUNTYRATERDEPT- 814158960332:# 2/ 2

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOC., INC.
FOR THE PROVISION OF TRANSPORTATION RELATED
CONSULTANT SERVICES

TERM:

FROM: April 26, 1995 TO: December 31, 1995

SCHEDULE OF FEES:

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Production/Clerical	\$50/hr.

UNLV Participants (fully burdened rates)

Director	\$100/hr.
Associate Professor	\$66/hr.
Research Assistant	\$33/hr.

Estimate of Costs by Task

Task One	\$12,105
Task Two	\$ 8,271
Task Three	\$34,624
Total	\$55,000

Contractor will perform and complete the tasks identified and described on Attachment A for a total cost not to exceed \$55,000.00, including travel and per diem.

D. Nalambert
4/19/95