



Cher-Ae Heights Indian Community of the Trinidad Rancheria

REQUEST FOR PROPOSALS

Trinidad Rancheria Sustainable and Comprehensive Long-Range Transportation Plan Project

Transportation Planning Services for Development of the Long-Range Transportation Plan
and TTP Inventory Update

Date Released: March 30, 2022

**Cher-Ae Heights Indian Community of the Trinidad Rancheria
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PO Box 630
Trinidad, California 95570**

Proposals are due prior to 5:00 P.M. PST, May 13, 2022

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Introduction

The Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria) is requesting proposals (RFP) for professional engineering services for developing a comprehensive Long-Range Transportation Plan and comprehensive TTP Roadway Inventory Update in accordance with guidelines and requirements established in 25 CFR Part 170 – Subpart D. (“Project”).

The Comprehensive Long-Range Transportation Plan and Comprehensive TTP Roadway Inventory Update (“Project”) will be funded with Tribal dollars requiring the Consultant to follow all pertinent Tribal and Federal laws and regulations.

It is anticipated that compensation under any contract resulting from this Request for Proposals (RFP) will be on a cost plus fee basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the consultant selection process is completed, with a contract performance period of eighteen months from the date approved by Trinidad Rancheria Tribal Council.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant’s proposal will be evaluated and ranked according to the criteria provided in Section C, “Proposal Evaluation,” of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants that have provided Trinidad Rancheria with a Letter of Interest; and posted on Humboldt Builders Exchange as well as on the Trinidad Rancheria website at:

<http://www.humbx.com>

<http://www.trinidad-rancheria.org>

It shall be the Consultant’s responsibility to check Humboldt Builders Exchange and/or the Trinidad Rancheria website to obtain any addenda that may be issued. It is the proposer’s sole responsibility to monitor the websites for possible addenda to this RFP. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of proposal.

This RFP does not commit the Trinidad Rancheria to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Trinidad Rancheria reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Trinidad Rancheria to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Trinidad Rancheria.

Pre-proposal questions regarding this RFP will only be accepted via email. All pre-proposal questions shall be submitted in writing to the attention of Leslie Sanders via email at lsanders@trinidadrancheria.com. Questions shall be submitted before 5:00 PM, PST. on April 19, 2022. All questions will be responded to in a group addendum format to all prospective consultants on April 22, 2022. Written questions should include the individual’s name, the name of the firm, address, telephone number and email.

No oral question or inquiry about this RFP/RFQ shall be accepted.

Project Description

The Cher-Ae Heights Indian Community of the Trinidad Rancheria is a federally recognized Indian tribe. The land for the Trinidad Rancheria was acquired pursuant to the Indian Appropriation Act of June 21, 1906 (34 Stat. 333) authorizing the Secretary of the Interior to expend certain funds “to purchase for the use of the Indians in California”. The Rancheria is located in rural/remote Northern California, with core land holdings west of U.S. Highway 101 along the Pacific Coast, just southeast of the town of Trinidad, California, and approximately 25 miles north of the City of Eureka, California.

Currently, Trinidad Rancheria is comprised of 106.522 acres dispersed between three separate areas of tribal trust lands and one fee parcel. All of these fragmented land holdings contain assets vital to the Tribe’s social, economic and cultural continuity and are of importance to the surrounding communities. The Tribe has expanded its main 55.26 acres of land holdings along the coast where its Tribal offices and some of its businesses and housing are located, to include 13 acres in the adjacent community of Westhaven east of Highway 101, and 28.38 acres in the nearby town of McKinleyville to the south. These tribal trust lands contain tribal housing areas. The Tribe plans to expand housing in the McKinleyville parcel in the future and build a community center there and develop a hotel and RV park on the main parcel. In addition, the Tribe purchased the 9.3-acre Trinidad Pier and Harbor Businesses adjacent to Trinidad Bay within the City of Trinidad. This property includes the main entrance and access point to the Trinidad Head, which hosts walking trails, and cultural and historical points of interest; a redeveloped pier (2012) that is vital to the Rancheria’s and wider community’s economic interests as well as recreational pursuits. The Tribe plans to enhance this area in the future with an interpretive center, improved parking, and other visitor amenities.

Trinidad Rancheria is a highly disadvantaged community. Although the Rancheria sits directly south of the City of Trinidad, demographic data and Tribal planning documents show that the Tribal community experiences striking differences from its immediate neighbor. For example, data from the 2017 US Census American Community Survey (ACS) indicates that families of 4 in the City of Trinidad have median incomes of more than \$250,000 per year and only 4% of the 199 population are living below poverty. In contrast, families of the same size on the Rancheria have median incomes of a little over \$40,000 per year and over 22% of the 186 population are living below poverty. Moreover, when Tribal demographics are viewed in a regional and statewide context, the disparities are just as great. Tribal median income for a family of 4 is 58% of the Humboldt County median for the same family size (ACS, 2017). According to the California Department of Public Health, Healthy Communities Data, and Indicators Project (HCI) 37.1% of Native families in Humboldt County do not make a living wage compared to 25% of all families in California.

Age, educational attainment, and access to jobs and services are probable factors in the gross disparities in income and poverty between the communities. These problems in turn have roots in and are accentuated by transportation issues and give rise to different transportation needs. The Tribal population is relatively young compared to the City of Trinidad’s population, which is primarily retirement age. Almost one quarter of the Tribe’s population is age 15 and under whereas the median age in the City of Trinidad is 62.5 years and almost half of the population is 65 and older (ACS, 2017). The Tribal unemployment rate

per the ACS is over 17%. The unemployment rate in the City of Trinidad and Humboldt County is 0% and 9% respectively. Educational achievement in the Tribal population lags behind that of the populations of the City of Trinidad and Humboldt County. Having a higher income and higher education are closely related. About 12% of the Tribal population aged 25 and over has a bachelor's degree or higher compared to almost 30% of people in Humboldt County and almost 72% in the City of Trinidad. While the populations of the Tribe and Humboldt County have similar carless household rates, Tribal members are much more likely to spend a larger portion of their total income on owning a car and traveling by car to get to jobs and services than other people in the County because of their lower incomes. To add to this, Tribal members experience difficulties accessing public transportation alternatives, yet the Tribe has a high percentage of low income and young populations that would benefit from transit. For example, one public bus route serves the City of Trinidad and Trinidad Rancheria. However, the transit stop is in the City of Trinidad and people at Trinidad Rancheria main parcel and Westhaven parcel must travel approximately 1 mile to get to it along roads that are unsafe for walking or bicycling (Tribal Transportation Safety Plan, Trinidad Rancheria, 2014). When queried about their ability to get to services during Tribal Transportation Safety planning efforts, 32% of Tribal respondents to a community safety survey indicated they are unable to make trips (especially medical) because they lack transportation. These are only some of the persistent disadvantages facing the Trinidad Rancheria.

The root challenge of tribal communities is the shaping of new strategies responsive to these enduring disadvantages. The Trinidad Rancheria seeks to improve and revitalize its community as it contributes to the betterment of the wider community. The Trinidad Rancheria Sustainable and Comprehensive Long-range Transportation Plan Project aims to provide a safe, sustainable, integrated and efficient Tribal transportation system for all users by identifying broad, community informed transportation goals, and community identified transportation strategies to meet community needs. This is important, as the Tribe's planned community improvements will trigger high level discussions and comments regarding transportation needs in both the Tribal community and wider community among diverse user groups; and Tribal lands are fragmented over jurisdictions, creating greater complexity and the need for innovation in the Tribe's transportation planning generally. For example, the Tribe's current and future plans for the Trinidad Harbor and Pier will increase visitation and uses in the area, driving demand for parking, which is already at capacity, as up to 2,000 cars per day already access the area on peak visitation days such as the salmon fishing season. The City noted the need for such improvement in the Circulation Element of the City of Trinidad's recent General Plan Update (2018).

The Project will address the Tribe's critical need to update its 2006 Long-range Transportation Plan (LRTP). This living plan is central to the Tribe's Comprehensive Community-Based Planning work and Comprehensive Community-Based Plan (2011), which calls for strategic planning in its Transportation Element. In the 2006 Tribal transportation planning effort, inadequate attention was given to developing a complete multi-modal plan due to a limited awareness and understanding of the process. Since then, the Tribe has accomplished planning for community improvements in housing, land use, economic and social development, cultural preservation, environmental sustainability, and climate change/hazard mitigation. As a result, freestanding planning documents have been created to fulfill the needs of various programs. This proposed update will result in a plan in which multi-modal transportation and land use planning will be integrated to support health, safety, economic development, community livability, sustainability, and cultural values. The plan will guide transportation improvements over the next 20-year period, looking at all

modes of transportation affecting the reservation and will link all modes together into an interconnected and efficient system. It will consider linkages with Local Agency plans and transportation systems as well, as the Tribe is a partner with Caltrans and other agencies on local transportation improvement projects, has prioritized transportation improvements integrated in the Humboldt County Association of Governments (HCAOG) Regional Transportation Plan (2017) and other plans, and is a participant on the HCAOG Technical Advisory Committee.

The Sustainable and Comprehensive LRTP may include: (a) an evaluation of a full range of transportation modes and connections between modes such as highway, rail, air, and water, to meet transportation needs; (b) trip generation studies, including determination of traffic generators due to land use; (c) social and economic development planning to identify transportation improvements or needs to accommodate existing and proposed land use in a safe and economical fashion; (d) measures that address health and safety concerns relating to transportation improvements; (e) a review of the existing and proposed transportation system to identify the relationships between transportation and the environment; (f) cultural preservation planning to identify important issues and develop a transportation plan that is sensitive to tribal cultural preservation; (g) scenic byway and tourism plans; (h) measures that address energy conservation considerations; (i) a prioritized list of short and long-term transportation needs; and (j) an analysis of funding alternatives and a financial plan to implement plan recommendations.

Improved transportation system safety and performance are key impetuses for the Plan update. The Tribe is making some major strides in improving its transportation system, such as its work with Caltrans and surrounding jurisdictions to explore options for a new interchange which will connect Tribal Trust Land with US Highway 101. But even with these gains the Tribe faces a myriad of challenges in its transportation system. Recent Tribal transportation safety studies (2014, 2017) document and describe a transportation system that, overall, is deficient in safety and performance, poses risks to users every day, and is becoming more deficient as time goes on. These deficiencies hamper the mobility of the transportation system's users and restrict active transportation options that could improve community health and reduce GHG emissions. They impede economic development, job security and access to services. The Trinidad Rancheria is one of the largest employers in Humboldt County, yet 1 of the primary roads on its main parcel (Scenic Drive) is at risk of completely failing. When it does, hundreds of people will not be able to get to their jobs, Tribal members will be cut off from their homes, services and shopping and those living to the west of Scenic Drive will be cut off from the rest of the community.

As important as all the above, the existing LRTP approach needs to be revisited and modernized. Transportation planning practices have evolved greatly since the LRTP was produced as have the multimodal strategies for achieving the Project goal. By using new practices and incorporating new strategies the Tribe will be better prepared to address transportation system and overall community development needs in a cohesive fashion.

The Plan update work will incorporate current transportation planning best practices to meet many of the Caltrans grant program objectives;

1. Tribal community and wider community needs and input from a range of user groups will be received and incorporated in interactive community engagement workshops, thereby increasing community buy-in to the Plan and promoting social equity.
2. Modern and innovative multimodal strategies for improving circulation, safety and mobility will be considered and linked with other planned transportation system improvements in the state and region (i.e., California's Transportation Plan, Humboldt County Regional Transportation Plan). These strategies will address current and future land use, housing, economic development, traffic demand, public safety, cultural revitalization, and health and social needs within a multi-jurisdictional context. The Tribe's future housing needs and plans are described in its Comprehensive Plan (2011) and include relocating homes on the main parcel to make way for transportation improvements and economic development, land acquisition for new homes and cluster housing on smaller lots. Moreover, seven houses on the main parcel will have to be relocated due to climate change induced erosion on the bluff served by Scenic Drive. The LRTP must consider future housing plans/needs.
3. The Tribe will have short- and long-range action steps, a financial plan, and measurements for achieving its transportation system goal. The intent is to develop a Plan that can be monitored for performance, incorporating some Smart Mobility performance measures, when possible, to enable the Trinidad Rancheria to use the most up to date information to facilitate change through data-driven and transparent processes and to enhance the Tribe's administration of its transportation program. Smart mobility performance measures that may be applicable to the LRTP update include Accessibility and Connectivity, Multi-modal Safety, and Pedestrian and Bicycle Mode Shares.
4. The Plan will maintain a set of appendices that outline specific transportation system deficiencies so priorities can be adjusted as updated data is collected and analyzed so system performance can improve including better roads, safe travel for all modes, and opportunities for economic development can occur.

Project Objectives

The Project goal is to increase equity for the disadvantage Tribal community and provide a safe, sustainable, integrated, and efficient Tribal transportation system for all users by identifying broad, community informed transportation goals, and community identified transportation strategies to meet community health, employment and educational needs. The multimodal strategies can and will address current and future community land use, economic development, environment (natural, human, and cultural), traffic demand, public safety, health, and social needs, among others.

The overall Project objectives are:

1. Develop and implement a public involvement process that maintains open, culturally relevant, and continual communication among the various Tribal and wider community stakeholders throughout the Project.
 - a. Use public participation methods that promote social equity by reaching and learning about the priority health, economic and mobility needs and transportation solutions of disadvan-

- taged tribal and non-tribal stakeholders; facilitate understanding and improve decision-making by providing a reasonable opportunity for all interested parties to provide input; and identify issues and concerns and propose strategies to inform the update of the LRTP.
- b. Give the public and decision makers opportunities to fully understand the problems, opportunities, and available options for planning acceptable transportation solutions.
 - c. Embrace innovation, commitment, transparency, and trustworthiness in working with all project stakeholder groups.
2. Identify solutions to improve and strengthen the Tribe's transportation infrastructure and implementation steps for achieving them.
 3. Update the LRTP, a twenty-year transportation program which reflects the social equity, health, economic, cultural, and environmental values of the Trinidad Rancheria Tribal Community.
 - a. Acquire transportation system and other data to inform the update and establish baselines for improving the transportation system.
 - b. Incorporate new strategies and elements to address current Tribal and wider community transportation needs and integrate them with existing housing and land-use and other planning efforts.
 - c. Incorporate short- and long-range performance measures to make the Plan actionable, data-driven, and transparent.
 - d. Incorporate priorities and a financial plan to make the Plan implementable.
 4. Complete a comprehensive update to the Trinidad Rancheria's TTP Roadway Inventory. The objective encompasses not only updating the inventory, but also developing a user-friendly system that the Rancheria can utilize to complete most future updates themselves.

Scope of Work

The Scope of Work for this project encompasses developing a comprehensive Long-Range Transportation Plan and comprehensive TTP Roadway Inventory Update in accordance with guidelines and requirements established in 25 CFR Part 170 – Subpart D.

Task A – Project Coordination

1. Project Planning
The Consultant shall prepare for and attend a kickoff meeting with Rancheria Staff to coordinate the project's goals, objectives, and timeline.
2. Project Management
Review and Processing of Correspondence and Submittals along with coordinating and completing monthly invoicing. Additionally, Consultant shall produce minutes of any project team meetings.

Task B – Long Range Transportation Plan

1. Existing Conditions Analysis

Identify existing health, economic and mobility conditions in the Tribal and wider community to facilitate public input into the LRTP update and establish baselines for projected short- and long-range improvements to the transportation system.

a) *Gather Data*

- Gather baseline data on social equity issues such as health, education, income, economic development and mobility in the Tribal and non-tribal community that are influenced by transportation deficiencies and can be impacted by transportation improvements.
- Gather existing conditions and background data on the Tribal transportation system and users including data for Smart Mobility performance measurements if available: IRR Inventory, GIS; pedestrian, vehicle and bicycle counts; population characteristics; travel projections within the Rancheria's fragmented parcels and surrounding communities; and other data sources.
- Identify opportunities and constraints as well as Tribal and other standards that should be used to guide the update of the LRTP including but not limited to existing and planned land uses, housing development, economic development, and environmental conditions.
- Identify needs for maintenance and long-term safety measures.
- Inventory and evaluate existing bicycle and pedestrian facilities.

b) *Produce Existing Conditions Report*

Analyze the data gathered and develop a draft existing conditions. Share the findings with the Advisory Committee, consisting of Tribal leadership, tribal program staff and Tribal members representing the Tribe's 4 land areas, and obtain its input. Produce a final existing conditions report for use in the community engagement meetings and to inform the LRTP update.

2. Community Outreach and Engagement

Ensure diverse groups of Tribal members and the wider community have adequate opportunities to give input to the LRTP update.

Note: All Tribal engagement meetings and workshops will be noticed. Information about the meetings will be uploaded to tribal web page, announced in monthly tribal newsletter, and included in Tribal member monthly meeting packets to ensure maximum attendance. The Tribe will work with the City of Trinidad, Humboldt County, Humboldt County Association of Government, Caltrans, California Highway Patrol, North Coast Tribal Transportation Commission, and other Local Agencies to notify the wider public about the wider community workshop/meeting and opportunities to participate using the agencies and other communication channels. The Interactive Workshops will be social equity focused to discover and prioritize the needs and values of our disadvantaged community for sustainable transportation improvements to foster mobility, safety, health, and economic development for vulnerable community members and all users and preserve the Tribal culture and environment. The workshops will be delivered by Trinidad Rancheria, Consultant, and tribal representatives in locations and at times that have historically shown to be convenient and accessible to Tribal members and the public. The meetings will include presentations about the LRTP update process, methods, and reporting; mapping exercises to identify focus areas, roundtable discussions to define goals and objectives, a question-and-answer period and

other activities that have proven effective in the Tribe's planning work. One daylong charrette will be conducted with different focus groups of Tribal members. Trusted facilitators will moderate the different focus groups to ensure people's voices are being heard in the meetings. Notes will be taken at all meetings.

a) Tribal Community Survey

Develop and administer a survey to Tribal members electronically and by hard copy to announce the Project and query them about their needs in the LRTP Update. Analyze the survey responses and use it to inform methods and process in the community engagement meetings and to enrich the LRTP update.

b) Story Map

Following the collection of existing conditions, Consultant will launch a web based StoryMap to illustrate existing conditions. The online map will include crowd sourcing efforts for citizens to use to identify other existing conditions and problem areas. As the project evolves, improvement concepts will be added to the StoryMap, as well as on-line Public Surveys to gain input. Content will be provided to the Project Leadership Team prior to publication. It is anticipated the StoryMap would be linked to the Rancheria's webpage. Following scheduled comment period, Consultant will synthesize and summarize the data, using comments to help support the development of improvement concepts.

c) Develop, Conduct and Evaluate Tribal Community Workshop #1

Work with the Advisory Committee to develop a format, agenda, and feedback questionnaire for a 1- day interactive community scoping workshop that fosters tribal community participation and investment in the LRTP update. The purpose of the workshop will be to introduce the Project to the Tribal community, define project parameters, and inform the community of project opportunities and constraints. A portion of it will be devoted to gathering ideas from the Tribal community on Vision Concepts including but not limited to; Land Use and Housing Development Vision, Economic Vitality Vision, Roadway Vision, Bicycle/Pedestrian Vision, Safety and Health Vision and Transit Vision necessary to shape the LRTP update. The feedback questionnaire will be distributed at the end of the workshop to ask attendees about its effectiveness. The input will be used to make improvements to subsequent workshops as applicable.

d) Develop, Conduct and Evaluate Wider Community Workshop #2

Work with the Advisory Committee and Interagency Partners to schedule, advertise and develop a format, agenda and feedback questionnaire for a 1- day interactive workshop that fosters wider community participation and Local Agency involvement and investment in the LRTP update. The purpose of the workshop will be to introduce the project to the wider community and partner agencies, define project parameters, and inform the community of project opportunities and constraints. A portion of the workshop will be devoted to gathering ideas from the wide community and other agencies on Vision Concepts including but not limited to; Land Use and Housing Development Vision, Economic Vitality Vision, Roadway Vision, Bicycle/Pedestrian Vision, Safety and Health Vision and Transit Vision necessary to shape the LRTP update. The feedback questionnaire will be distributed at the end of the workshop to

ask attendees about its effectiveness. The input will be used to make improvements to subsequent workshops as applicable.

e) Develop, Conduct and Evaluate Community Workshop #3

This workshop will be scheduled after a complete draft of the Comprehensive and Sustainable LRTP has been produced. Work with the Advisory Committee and Trusted Community Facilitators to schedule, advertise, and develop a format, agenda and feedback questionnaire and conduct a 1-day interactive workshop (charrette). The workshop will use technology, modeling tools and maps to present the draft of the Sustainable and Comprehensive LRTP to 3 different Tribal focus groups to continue to gather community input to shape the LRTP update. The feedback questionnaire will be distributed at the end of the workshop to ask attendees about its effectiveness. The input will help inform future Tribal planning efforts.

f) Develop and Conduct Community Workshop #4

Work with the Advisory Committee to schedule, advertise and develop a format and agenda for a 1-day workshop in which the Final Draft of the Sustainable and Comprehensive LRTP update based on all previous community comments and feedback from the Tribal community, wider community and Local Agencies is presented.

3. Sustainable and Comprehensive Long-Range Transportation Plan

Update the 2006 Long-Range Transportation Plan into a Sustainable and Comprehensive Long-Range Transportation Plan

a) Analyze Existing Condition and Project to 20-Year Horizon Date Conditions

- Using information from the community engagement meetings, Existing Condition Report, and plans containing identified future development, analyze and project the transportation network and conditions to a 20-year horizon date.
- Baseline condition will be projected utilizing Caltrans growth rate for state highway systems (1% to 1.5% per year) and California Department of Finance growth projections to determine the growth rate for the local population, while the identified changes in land use, housing, and economic development will be analyzed for additional impacts on the transportation network.
- Based on the projections, level of service analysis will be performed on the transportation network to identify and support future required maintenance, safety, and infrastructure improvements.

b) Develop and Link Elements for LRTP Update

Based upon the growing needs of the Rancheria, develop objectives and actions steps for improving and linking all modes of transportation to preserve and sustain the transportation system, promote safety and mobility, incorporate innovation, elevate community health and promote economic vitality.

- The updated LRTP shall address safety, maintenance, transit and connections (local to interregional); bicycle and pedestrian facilities, electric vehicles, ridesharing and bike sharing; transit oriented development; para transit; commuter and recreational trails; safe routes to school; goods movement; cultural resources access, emergency management and evacuation; air access; marine facilities; climate change related impacts to the

transportation system; connectivity of tribal roads to other roads; and other elements identified by the community.

- The updated LRTP will consider and link to California's Transportation Plan (CTP), the Humboldt County Regional Transportation Plan (VROOM) and other plans as appropriate, such as the City of Trinidad General Plan.
- It will include a set of appendices that outline specific transportation system deficiencies so priorities can be adjusted as updated data is collected and analyzed so system performance can improve including better roads, safe travel for all modes, and opportunities for economic development can occur.

c) Develop Performance Measures

Tie improvements in transportation elements to feasibly tracked performance indicators to promote accountability and transparency in LRTP performance and the public benefits achieved to the Tribal and wider communities.

d) Develop Transportation Improvement Financial Plan

Develop a matrix that describes the financial plan for achieving prioritized short- and long-range improvement using Tribal funds and other sources to support the LRTP implementation.

e) Draft Complete Update to the Existing LRTP

Consolidate work performed in Tasks B-3.a to B-3.d into a draft Sustainable and Comprehensive Long-Range Transportation Plan. Meet with the Advisory Committee, Local Agencies and Caltrans to obtain their feedback on it. Respond to any questions and resolve any critical issues. Meeting discussion will address collaboration of the tribal transportation improvements with other improvements planned by Caltrans and Local Agencies.

f) Present Draft LRTP to Tribal Council

Meet in-person with the Trinidad Rancheria Tribal Council to present it with the draft LRTP and obtain Council Member comments prior to presenting it to the Tribal Community

g) Finalize and Disseminate Sustainable and Comprehensive Long-Range Transportation Plan

Incorporate Tribal Council and Advisory Committee feedback into a final draft of the Sustainable and Comprehensive Long-Range Transportation Plan. Present it to the Tribal Community at Community Engagement Meeting #4 as described above. Share it with Local Agencies by email and using other appropriate communication methods. Four hard-copies and four electronic copies of the final report will be submitted to Caltrans. The grant program's financial contribution will be acknowledged on the Plan cover and Plan executive summary.

h) Tribal Council Adoption

Present the final Long Range Transportation Plan at the Tribal Council meeting. Resolve any critical issues. Adopt final Long Range Transportation Plan.

Task C – Comprehensive TTP Inventory Update

The Trinidad Rancheria desires to integrate their BIA Tribal Transportation Program (TTP) Inventory into a user-friendly MS Access Database and GIS system to facilitate BIA reporting, strip map development, TTP asset management and BIA Road Inventory Field Data System (RIFDS) input data management.

1. TTP Inventory Database Development

TTP Inventory Database Development. Develop an MS Access Database that Trinidad Rancheria transportation planning officials can utilize to view and modify the Tribe's TTP Inventory. The database shall include storage of all required RIFDS data included, but not limited to the following: roadway data, pavement rating data, strip maps, bridge inspection reports, roadway as-builts, ADT counts and locations, and roadway section photos.

The database shall include various reports to assist the Tribe in the asset management of their TTP Inventory and shall include the following: Route Summary Reports, Surface Condition Reports, Existing/Current Inventory Comparison Reports, and Traffic Count Data Summary Reports.

Additionally, the database should have a single-click button that formats all of the Rancheria's RIFDS data into the requisite format to utilize the RIFDS "Bulk Loader" function.

Furthermore, an application should be developed to collect the requisite field inventory data on a suitable mobile device such as an iPad or Surface Pro. This application should not only be user-friendly, but seamless in transferring the field data into the main database.

2. Collect TTP Inventory Data

- a) Access the Tribe's current RIFDS inventory from the BIA RIFDS database and integrate the data into the new MS Access database.
- b) Review Existing Inventory for errors, missing sections, etc.
- c) Field evaluate all route sections and generate requisite inventory data.
- d) Evaluate current inventory for Additions/Deletions.
- e) Research available government databases for missing high volume AADT sections. Where no government data is available on high volume AADT sections, collect the traffic data through certified traffic data collectors. Traffic at high volume intersections shall be collected utilizing Wi-Fi enabled cameras.
- f) Compile collected TTP Inventory Data.

3. GIS Geodatabase Development

Enter the Trinidad Rancheria TTP Inventory routes into an ArcGIS Pro database. Develop GIS layering to match FHWA color scheme suggestions and Trinidad Rancheria preferences. Provide a dynamic link between the GIS geodatabase and the MS Access database so that an "ID" of a route segment in ArcGIS Pro returns the route segment's TTP Inventory data from the MS Access database. This should be a dynamic link and the TTP Inventory data should not reside in the GIS geodatabase.

4. Strip Map Setup

Establish template for auto generating TTP route Strip Maps from the ArcGIS Pro Geodatabase. Center the template on each Trinidad Rancheria TTP Route for simple future printing in a separate file.

5. Staff Training

Come to Trinidad Rancheria offices and train Tribal staff on using the system for information and how to make future modifications. This encompasses three sessions with one session geared for

general users of the system who only desire to read the data and the second and third session for users who will be making future modifications to the system.

Proposal and Selection Process

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

A. Letter of Interest

A single page letter of interest on Consultant letterhead shall be transmitted via email to lsanders@trinidadrancheria.com no later than 5:00 pm (PST), **April 15, 2022**. The letter shall state the Consultant's intent to submit a proposal for the project and willingness to attend a proposal presentation.

B. Proposal Requirements

Interested Consultants shall submit their introductory letter, information, qualifications and experience for the Transportation Planning Services for Development of the Long-Range Transportation Plan and TTP Inventory Update no later than 5:00 pm (PST) **May 13, 2022** via email to lsanders@trinidadrancheria.com

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacque Hostler Carmesin, CEO
Trinidad Rancheria
PO Box 630
Trinidad, CA. 95570

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be signed in blue by the individual authorized to bind the Consultant to the proposal. (maximum 2 pages)

2. Consultant Information, Qualifications and Experience

- Provide a summary of Consultant Team, including organizational chart of sub consultants and key project team members. (maximum 5 pages)
- Submit a detailed example of a minimum of three (3) similar projects that are either current or completed within the last five (5) years. Each similar project example shall include at a minimum the Project Name, Contracting Agency, Contracting Project Manager, Funding Source, Date of Contract, End Date or Current, Consultant Project Manager. (maximum 10 pages)
- Include brief relevant information of the key project personnel for the Consultant Project Team. (maximum 5 pages)

3. Conflict of Interest Statement

The proposing Consultant shall disclose (on behalf of their firm or employees) any personal, financial, business, or other relationship with the Trinidad Rancheria that may have an impact upon the outcome of selection of this project. The Consultant shall also list current clients who may have a financial interest in the outcome of this project.

4. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

5. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment A.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

6. Insurance Coverage

The prospective Consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. The Tribe requires a minimum of \$1 million of general liability coverage during the contract period.

C. Proposal Evaluation

All qualifications for Professional Engineering Services shall be reviewed by the Trinidad Rancheria Selection Committee (Committee). The Committee shall short-list three (3) Consultants that are deemed most qualified to complete the project. A representative from the Committee will contact each Consultant in writing to inform the Consultant if they are on the short-list.

The scoring system used to short-list the three consultants shall be based on the following:

Evaluation Criteria	Weight
Completeness of Response	Pass/Fail
Introductory Letter	10
Consultant Team Organization	25
Similar Projects	40
Project Personnel	25
Conflict of Interest Statement	Pass/Fail
Total:	100

Each of the short-listed consultants shall prepare for and present to the Committee on **Tuesday, May 24, 2022** at a time to later be determined. The presentation from each consultant shall last no more than 60 minutes and include at a minimum the following:

- Consultant Team Overview
- Project Organization
- Project Approach

- Public/Community Outreach and Involvement
- Coordination with Public Agencies
- LRTP & TTP Inventory Scope of Services
- LRTP & TTP Inventory Timeline
- Open Discussion including Q&A from Committee

After all Consultant presentations have been completed, the Committee will rank the consultants in accordance with The Brooks Act (Public Law 92-582). Subsequently, the Tribal Council shall negotiate the final scope and fee with the top ranked consultant. If the Tribal Council is unable to successfully negotiate the final scope and fee with the top ranked consultant, the Tribal Council shall begin negotiations with the 2nd ranked Consultant. The dates of negotiations, contract, and notice to proceed shall be determined by the Committee following the Consultant presentations.

APPENDIX A – Sample Contract for Services Agreement

Independent Consultant Agreement

CONTRACT FOR SERVICES

This Agreement, made this day, _____, 2022 between _____, hereinafter called Consultant, and the Trinidad Rancheria, hereinafter called the Tribe, witnesseth:

- 1. Effective Dates.** This Agreement shall become effective as of the date of execution by Tribe, and shall continue until December 31, 2024, unless amended or terminated in accordance with the provisions in Articles 18, 19, 20 or 21 of this agreement.
- 2. Independent Consultant.** It is the express intent of the parties that Consultant is an independent Consultant and not any employee, agent, joint venturer or partner of the Tribe. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tribe and Consultant or any employee or agent of Consultant. All work product developed by Consultant shall be deemed owned and assigned to Tribe. This Agreement is not authority for Consultant to act for Tribe as its agent or make commitments for Tribe. Consultant retains the discretion in performing the tasks assigned within the scope of work specified. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement so long as the performance of these services does not interfere or conflict with the completion of the Project.
- 3. Taxpayer Identification Number.** Prior to commencing the Project, Consultant must provide Tribe with a valid Employer Identification Number (EIN) from the IRS. If Consultant does not have a valid EIN, Consultant must complete and submit a duly executed Form W-9 to the IRS and obtain an EIN before payment can be made.
- 4. Tax Reporting and Filing.** Consultant acknowledges and agrees that he/she shall be responsible (as a self-employed individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Consultant under this Agreement. Tribe will not withhold any employment taxes from compensation it pays Consultant. Rather, Tribe will report the amount it pays Consultant on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Consultant is not the Tribe's employee, and Consultant is responsible for paying all required state and federal taxes.
- 5. No Benefits.** None of the benefits, if any, which are provided by the Tribe to its employees, shall be available to Consultant (or his employees, or sub-Consultants, if any, which for purposes of this paragraph shall be included in the term "Consultant").

Consultant's exclusion from benefit programs maintained by Tribe is a material term of the terms of compensation negotiated by the Parties, and is not premised on Consultant's status as a non-employee with respect to Tribe. To the extent that Consultant may become eligible for any benefit programs maintained by Tribe (regardless of the timing of or reason for eligibility). Consultant hereby waives the right to participate in these programs. Consultant's waiver is not conditioned on any representation or assumption concerning Consultant's status under the common law test. Consultant agrees that, consistent with an independent Consultant status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

- 6. Project Covered.** The Tribe hereby engages Consultant to provide the following services hereinafter called the Project for the agreed upon lump sum of _____ Dollars (\$)

The Consultant hereby agrees to do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. Total Contract amount shall not exceed _____ Dollars (\$) without proper approval. See Consultant Professional Services Fee: Exhibit A; and Exhibit B: Scope of Work for complete Fee Schedule and Scope of Work.

- 7. Method of Performing Services.** Consultant will determine the method, details and means of performing the above-described services in compliance with the terms of this contract. The Consultant shall provide all services in accordance with applicable, local, tribal, state, federal laws, and the terms and conditions of this agreement.
- 8. No Training or Instructions.** Tribe enters into this Agreement based on Consultant's demonstrated ability to perform the type of services that it believes, and that Consultant has represented, are needed to accomplish the Project. Consequently, the Tribe does not contemplate providing Consultant with any training or instructions with respect to the Project.
- 9. Employment of Assistants.** Consultant may, at Consultant's own expense, employ such assistants, as Consultant deems necessary to perform the services required of Consultant by this Agreement. The Tribe may not control, direct, or supervise Consultant's assistants or employees in the performance of those services. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of unemployment insurance, Social Security, disability insurance and other applicable withholdings. Consultant agrees to provide proof of workers' compensation insurance for assistants he/she engages. Consultant is responsible for acts or omissions of employees, sub-Consultants and other persons

performing portions of work under the contract for the Consultant. Consultant agrees to hold Tribe harmless against any and all liabilities attributable to the obligations imposed on Consultant under this Paragraph.

10. Compensation. In consideration for the services to be performed by Consultant, Tribe agrees to pay Consultant monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed _____Dollars (\$) without Trinidad Rancheria prior written approval.

See Consultant Fee Schedule: Exhibit A

11. Payment. Payment for work rendered by Consultant shall be made payable to AccountNumber:

xxx-xxxx-xxxx

12. Method of Payment. Consultant shall invoice the Tribe monthly during the contract period; Consultant shall furnish Tribe with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Tribes failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Article 21.

13. Consultant's Business Activities

- (a) Consultant is an independent Consultant and may engage in other business activities at the same time service is provided to Tribe
- (b) Consultant shall not during the term of this Agreement solicit Tribe's employees or accounts on behalf of Consultant or another entity.
- (c) Consultant shall devote such time, attention, and energy to the business and affairs of Tribe as requested by Tribe, and in any event no less that the amount of time required to do a satisfactory completion of the required Project.

14. Confidential Information. Consultant shall not disclose, publish or authorize others to publish design data, trade secrets, drawings, specifications, reports or other information pertaining to the work assigned to Consultant by Tribe. Consultant agrees to refrain from disclosing, during the term of this agreement, or at any timethereafter, any of the information to any third person or persons, or business organizations without the prior written consent of the Tribe.

28. Modification of Agreement. Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

29. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws and ordinances of the State of California. The parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in the Humboldt County Superior, and the parties expressly consent to the jurisdiction of the Humboldt County Superior Court and to venue therein and consent to service of process in any such action or proceeding by certified registered mail of the summons and complaint therein directed to the parties at their respective addresses set forth in this Agreement. By agreeing to this venue, the Tribe does not waive its sovereign immunity, or its right to raise sovereign immunity as a defense.

30. Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

31. Independent Counsel. Consultant acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement. Consultant has read and understands this Agreement and is fully aware of its legal effect and that Consultant has entered into it freely and voluntarily and based on Consultant's own judgment, and not on any representations or promises other than those contained in this Agreement.

32. Standard of Care. For peer review, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

33. Estimates. Any estimate of construction costs prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Trinidad Rancheria. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such estimates as compared to actual costs.

34. Delay The Trinidad Rancheria agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays caused, due to the activities of construction Consultants, Trinidad Rancheria, or other third parties.

The Parties have duly executed this Agreement as of the date first written above.

**Trinidad Rancheria, Project
Owner**

By: _____
Garth Sundberg, Chairman

Date: _____

Company

By: _____
Name, Title

Date: _____