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## **Morongo Band of Mission Indians**

### **MBMI Ceremonial House**

### **Request for Proposals**

**May 17, 2024**

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# Morongo Band of Mission Indians Request for Proposal (RFP)

**Title: MBMI Ceremonial House**

MORONGO  
BAND OF  
MISSION  
INDIANS



A SOVEREIGN NATION

## INTRODUCTION

### 1. Introduction

The Morongo Band of Mission Indians (“Morongo” or “MBMI”) is seeking proposals from a Design Build General Contractor, with a creative focus on Native American culture, to provide professional design and construction build services for the planning and design of the MBMI Ceremonial House Building- The Big House (the “Project”) to be located on the MBMI Reservation.

### 2. Background and Project Description

The MBMI Reservation is in the San Geronio Pass area in Riverside County, California, between the San Geronio and San Jacinto Mountain ranges, approximately 5 minutes west of Palm Springs and 90 minutes east of Los Angeles. Interstate 10, a major east/west corridor in Southern California, bisects the Morongo Reservation which consists of approximately 35,000 acres and is primarily located north of Interstate 10.

MBMI's Community Center is currently serving the Tribe as a multi-purpose building for recreational activities, events and memorial services. The intention of this RFP is to provide a dedicated building and grounds for the Memorial Services for the Tribal members.

The new Morongo Ceremonial House will be located at either Lot T247 located at Sullivan Road and Malki Road or Lot T142 located on Ramon Road between Morongo Road and Chino Road. The project will be constructed on one of the attached surveyed lots; therefore, the overall design is limited to the existing footprint. Please see **Exhibit B**.

Project Design shall include but is not limited to an open hall to accommodate 500 Tribal Members with seating, an outdoor fire pit area with seating, a separate facility with a commercial kitchen with dining area and restrooms. Design options for the project site are to also include an option for prefabricated metal building structures as an alternative to traditional stick framed building structures.

A comprehensive list titled Needs for MBMI Ceremonial House is attached as **Exhibit C** below. MBMI requires that all components of the responses to this Request for Proposals (RFP) are included in the submitted materials, but if a responding firm envisions an alternate approach to the programming, it may be considered.

### 3. Critical Dates

**Submittal Due Date:** It is mandatory that the electronic submission of the response to this RFP be submitted through the MBMI BuilderTrend Portal **no later than June 27, 2024, at 3:00p.m.** A hard copy of the response to this RFP is not mandatory but appreciated. Hard copies can be delivered by the date and time stated above to:

**Morongo Band of Mission Indians  
Construction Services Department  
12700 Pumarra Road  
Banning, CA 92220  
Attn: Mr. Daniel McPherson**

Submissions received after the deadline will be considered late and will get a lower rating in the MBMI internal bid evaluation process and probable rejection. Please note that only one submission is allowed from each Design Build General Contractor Firm.

### IMPORTANT DATES

The following schedule shall govern this RFP. All times referred to in this RFP are Pacific Daylight Time (PDT).

| EVENT                              | DATE, TIME     |
|------------------------------------|----------------|
| Release of RFP                     | May 17, 2024   |
| Mandatory Pre-Submittal Conference | May 30, 2024   |
| Deadline for Questions             | June 13, 2024  |
| RFP Submission Due Date and Time   | June 27, 2024  |
| Selection of Firm                  | August 6, 2024 |

**Note: The above dates and times are subject to change at the discretion of the MBMI.**

### 4. Mandatory Pre-submittal Conference

The mandatory pre-submittal conference will take place on **May 30, 2024**. Location to be determined.

To pre-register for the conference, and receive a Buildertrend Invite to access the MBMI Ceremonial Bid Package

interested firms must [complete this linked form](#) or by the following QR Code **not later than May 29, 2024, at 12:00p.m.**



## QUALIFIED DESIGN BUILD FIRMS AND BASIC SERVICES

### 5. Qualified Design Build Firms

All Design Build Firms submitting a proposal in response to this RFP must comply with all federal, state, and local codes, historic preservation, restrictions, and processes throughout the project and be inclusive in any recommendations. Design Build firms must have the following:

- Minimum of ten years of relevant experience and success with designing and constructing public buildings, such as but not limited to, Museums, Cultural Centers, Educational Facilities, Ceremonial Spaces, in the state of California.
- Each individual team member proposed for the team must have a minimum of ten years of relevant experience and success with services for designing Museums, Cultural Centers, Educational Facilities, Ceremonial Spaces, or similar public agency type of building.
- Thorough understanding and comprehension of all applicable building codes and requirements for the state of California.
- All Design Build firms must have an active and valid professional license for the state of California. All sub-contractors used by firms must also have an active and valid professional license as well.

### 6. Basic Services

The Design Build Firm agrees to provide full Architectural and Engineering design services for MBMI as described herein. Basic Services of the Design Build Firm will include, but is not limited to the following services:

- Programming, schematics, design development, construction drawings, and technical specifications.
- A Minimum of three scoping meetings with Owner to ensure appropriate Tribal input.
- Assist with construction bidding preparation and RFP for construction development.
- Construction contract administration.
- On-site project representation (monthly or as directed by MBMI).
- RFI (Request for Information) response throughout project life cycle including during the bidding process.
- Schedule evaluation and monitoring.

- Submittal review and approval.
- Land survey services (if necessary).
- Geotechnical services.
- Coordination with MBMI supplied data.
- Schematic design; one preliminary drawing and two alternates.
- Complete architectural and structural design.
- Mechanical, electrical, and plumbing design.
- Landscaping design.
- Sprinkler design (performance specification).
- Develop, monitor, and resolve all punch list items to the satisfaction of MBMI.

## **7. Meetings**

The selected firm will be responsible for assisting and attending all meetings deemed necessary by MBMI, including three scoping meetings with MBMI Construction Services during the design phase, and presenting, if necessary, to expedite project delivery, progress meetings with the Morongo Tribal Council or the Morongo General Membership, and post project evaluation meetings.

## **8. Project Administration**

The Design Build Firm shall manage all architectural and engineering services. The Design Build Firm shall consult with MBMI, research applicable design criteria, attend project meetings, communicate with members of the MBMI's Project Team, and issue weekly progress reports. The Design Build Firm shall coordinate the services provided by Design Build Firm and the Design Build Firm's consultants with those services provided by MBMI and MBMI's consultants. Those services typically include telecommunication and data design, system furniture design and installation, access control, and any element identified in the RFP.

The Design Build Firm, in concert with MBMI, shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, budget, and aesthetics in developing the design of this Project. Prefabricated metal buildings shall be considered and presented as an option to traditional building methods.

The Design Build Firm shall work within MBMI's proposed budget for the project. As the design progresses through the end of the preparation of the construction documents, the Design Build Firm shall partner with MBMI to refine the estimate of the cost for the project. The project budget may be adjusted from previous estimates of the cost for the project indicated by changes in the project requirements or general market conditions.

The Design Build Firm shall provide a detailed cost estimate at 100% schematics and design development phase, and at 50% and 95% of construction document phase, to MBMI. At any time MBMI determines the cost of the project exceeds the overall project budget, the Design Build Firm shall make appropriate revisions to the contract documents to adjust the project's size, quality, or budget.

The Design Build Firm shall provide a preliminary evaluation and verification of any information

furnished to MBMI, to include similar types of facilities and programs, schedule requirements, and budget for the cost of the project. The Design Build Firm shall review such information to ascertain that it is consistent with the requirements of the project, shall accept full responsibility for the final design concept, and shall notify MBMI of any other information or consultant services that may be reasonably needed for the project.

The Design Build Firm shall provide a preliminary evaluation of the MBMI site for the project, site conditions, and MBMI's program, schedule, and budget for the cost of the project.

The Design Build Firm shall submit design documents to MBMI at intervals stated in the scope of work for the design process indicated herein for purposes of evaluation and approval by MBMI. The Design Build Firm shall be entitled to rely on approvals received by MBMI in the further development of the design.

## **9. Additional Services**

Additional Services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of MBMI Construction Services Department prior to the commencement of a task and/or activity.

## **10. Construction Software**

MBMI Construction Services utilizes BuilderTrend software and expects Design Build firms responding to the requirements of this RFP to utilize the MBMI BuilderTrend Portal. The MBMI Construction Services Department will provide access to the MBMI BuilderTrend portal to interested Design Build Firms. There are no extra fees associated with this requirement, as MBMI holds the software license. This requirement applies to all stakeholders involved in construction projects utilizing the MBMI BuilderTrend Portal for project management, communication, and documentation purposes.

Requirements:

- 10.1 Users must be granted appropriate access credentials by MBMI Construction Services.
- 10.2 RFP Submissions: RFP documents must be submitted through the designated interface within the MBMI BuilderTrend Portal. The MBMI BuilderTrend Portal supports the upload of RFP documents in commonly used file formats such as Word, PDF and Excel, etc.
- 10.3 Design Build Firms, Contractors and Vendors must input cost schedules on the bid package template provided through the MBMI BuilderTrend Portal.
- 10.4 RFI's must be initiated and tracked within the MBMI BuilderTrend Portal. This facilitates efficient communication and resolution of inquiries between project stakeholders.
- 10.5 Document Management: The MBMI BuilderTrend Portal serves as a secure centralized repository for all project-related documents, including but not limited to RFPs, SOWs, cost schedules, project schedules, RFIs, contracts, and specifications.

Adhering to these requirements ensures efficient and effective utilization of the MBMI

BuilderTrends Portal for RFP Submissions, cost schedules, RFIs, and related project management activities. By leveraging the Portal's functionalities, stakeholders can streamline communication, collaboration, and documentation processes, thereby enhancing overall project outcomes and success.

## **SCOPE OF WORK**

### **11. Programming and Schematic Design**

The Design Build Firm shall be responsible for all programming and conceptual design studies for this project, including attendance of all user conferences and review meetings. Field data shall be obtained by the Design Build Firm and all such data and user input shall be translated into space diagrams for the MBMI review, comments, and final approval. The Ceremonial House shall be designed to minimize off-site nuisance impacts to the community.

Presentation plans and exterior views of the proposed building are required at this stage of the Design Build Firm's work. During this phase of work, the Design Build Firm shall determine and present their best solution consistent with the most functional site development layout, functional space layouts meeting the needs of the Tribe, outline specifications, cost estimates, overall design concepts, and other data to define and confirm or lock-in the project scope.

The Design Build Firm shall provide schematic design documents based on the mutually agreed-upon program, schedule, and budget for the cost of the project. The documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components. The schematic design documents shall include preliminary building plans, sections, and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing as directed by the MBMI.

The Design Build Firm shall prepare the schematic design documents for review by MBMI departments (Fire, Construction, Realty, Environmental, Tribal Historic Preservation Office [THPO], Water, Public Works, Information Technology [IT], Facilities/Landscaping). These documents shall comply with requirements of any federal, state, or city ordinance, regulation, requirement, code, or law which is applicable to the project.

Geotechnical services shall be provided by the Design Build Firm under Basic Services. The Design Build Firm shall ensure appropriate test borings, test pits, determinations of soil values, percolation tests, presence of hazardous materials, corrosion, and resistivity tests, including necessary operations anticipating subsoil conditions of significant stormwater erosion, run off and drainage, with reports and appropriate professional recommendations. The report shall be used for the design of the proposed facility and be included in the project specifications information as part of the construction bid package. All ground disturbing activities require a Tribal Cultural Resources Monitor to be onsite. See section number 28.

### **12. Programming and Schematic Phase Deliverables**

The Design Build Firm shall provide two copies of all final materials, including a 3-Dimensional



(3D) artistic rendering of the buildings, and submit to MBMI all presentation material in a pdf format for final review. Based on written approval of the schematic design documents and the validated schematic design report, and any adjustments authorized by the MBMI in the program, schedule, or cost analysis.

The schematic design documents shall consist of drawings and documents, which illustrate the scale and relationship of components consisting of, but not limited to, schematic floor plan, massing elevation studies, and building sections.

The Design Build Firm shall submit drawings, reports, and presentation material to the MBMI Construction Services Department for approval. Work shall not proceed to the design development phase until the schematic design and program are approved and signed off by the MBMI Construction Services Department. The Design Build Firm may be asked to develop and sponsor two open design charrettes on weekend to encourage membership involvement.

### **13. Design Development Documents**

The Design Build Firm shall provide design development documents based on the approved schematic design documents and updated budget for the cost of the project. The Architecture and Engineering (AE) design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, and elevations, typical construction details, and equipment layouts. The AE design development documents shall include specifications that identify major materials and systems and establish in general their quality levels.

Basic services under the design development phase shall include, but are not to be limited to, the following:

- Outline specifications, including catalogue cuts of equipment.
- Provisions for special requirements, such as emergency power, emergency systems, sound system, and fire protection.
- Code required signage system (interior).
- Civil engineering survey and proposed building locations.

The Design Build Firm shall attend at least five meetings with MBMI during the design development phase.

The work shall include, but is not limited to:

- Architectural Design Development Drawings
- Fully developed architectural floor plans showing partitions.
- Exterior elevations
- Typical cross sections
- Typical wall sections
- Reflected ceiling plan of critical areas.
- Typical interior elevations of critical areas
- Finishes of typical and critical areas
- Key architectural details

- Structural Design Development Drawings
- Typical framing scheme
- Establishment of all column points
- Preliminary column schedule
- Preliminary details and sections
- Preliminary details of major unique conditions
- Details indicating coordination with mechanical/electrical equipment.
- Mechanical, Electrical, and Plumbing Design Development
- Typical floor plans with major items of equipment and panel locations shown.
- Preliminary details of major unique conditions
- Lighting plans with detectors and speakers
- Power plans with telephone and data
- Proposed electrical fixture schedule.
- Exterior air intake/exhaust locations
- Sprinkler system (performance specifications)
- Domestic water system
- Natural gas system
- Sewer/ Septic
- Clarifier
- Grease interceptor.

The Build Design Firm, following MBMI approval of the validated site development plan and building design, shall develop a site utility and grading plan in accordance with efficient land use practice and in accordance with all applicable regulations.

#### **14. Design Development Document Phase Deliverables**

The Design Build Firm shall submit for review and approval of MBMI three full size copies of each and two copies of half-sized prints of the finalized design development and construction documents plans. The Design Build Firm shall also provide three copies of the full specifications, including all structural calculations needed for permitting. All plans and specifications shall indicate that they are for design development phase review.

The Design Build Firm shall provide PDF files of any drawings requested by MBMI. The Design Build Firm shall provide MBMI with these documents in PDF for record. The Design Build Firm shall ensure that any/all documents/specifications prepared by any of its sub-consultants are prepared in this format. All documents and program files shall be consistent using the same font, format, style, etc.

#### **15. Construction Documents**

The Design Build Firm shall prepare and provide complete plans and specifications in accordance with the contract, based on the approved design development documents and updated budget for the cost of the project. These documents shall be prepared for use in obtaining all site and building permits as well as for use in construction of the facility.

An engineered site plan shall be prepared as part of the construction document phase. The

completed site plan shall include, but not be limited to, the following components: topography, grading design, drainage design, storm water management, sediment and erosion control, septic system, clarifier and grease interceptor, water distribution system and easements, electrical utilities and easements, telephone utility easements, roadways, pavement, curb and gutter, special pavement design, site access including road improvements, walkways, fencing, circulation access and egress, parking design for vehicles, specifications, boundaries and all easements, site lighting plan, security, and signage.

The Design Build Firm shall ensure that specifications do not stipulate a “pre-approved or pre-qualified list” of subcontractors. The Design Build Firm shall bear all associated costs for rectifying the contract documents. The Design Build Firm shall prepare specifications using the most current Construction Specifications Institute (CSI) format. The Design Build Firm shall furnish for preliminary review all construction documents to the MBMI, electronically and hard paper copy, prior to any commencement of the project construction.

## **16. Construction Document Phase Deliverables**

The Design Build Firm shall submit for review and approval of the MBMI three full size copies of each and two copies of half-sized prints of the finalized design development and construction documents plans. The Design Build Firm shall provide three copies of the full specifications, including all structural calculations needed for permitting. All plans and specifications shall indicate that they are for plan review and permitting. The Design Build Firm shall provide the MBMI with such documents in Microsoft Word or PDF for record. The Design Build Firm shall ensure that all documents/specifications prepared by any of its sub-consultants are prepared in this format. All documents and program files shall be consistent using the same font, format, style, etc.

## **17. Plan Review and Permitting**

The Design Build Firm shall assist the MBMI Construction Services Department in making the application for all required permits to Willdan Group. The Design Build Firm shall respond to all comments of the reviewing agency during the permit application process and shall attend any required review meetings with the reviewing officials to resolve the comments. Comments from all required reviews will be incorporated into the documents to prepare the package for construction. The Design Build Firm shall provide MBMI with an estimate of the plan check fees.

Drawings, specifications, and other documents prepared by the Design Build Firm on behalf of MBMI for this project shall become instruments of service for the Design Build Firm and shall remain the property of MBMI, whether the project for which they are developed, created, or made is executed or not.

The Design Build Firm shall be permitted to retain copies, including reproducible copies of the drawings and specifications. However, such copies and materials shall be held in the strictest confidence and the Design Build Firm shall not disclose or release any information or material without the prior written consent of MBMI. MBMI agrees that the Design Build Firm shall not be liable for any damage, loss, or injury resulting from the MBMI's future use of the construction documents other than for purposes related to this project when this Design Build Firm is not the

Design Build Firm of record.

The Design Build Firm shall, without additional fee, correct the drawings, specification, and/or other materials furnished under this contract if MBMI finds that such revisions are necessary to correct errors or deficiencies for which the Design Build Firm is responsible. The Design Build Firm shall be responsible for all reproduction fees resulting from the need to resubmit documents because of the Design Build Firm's errors and/or omissions.

## **18. Progress Report**

The Design Build Firm shall prepare and provide a progress report at subsequent construction progress meetings based upon the site visits. The Design Build Firm shall keep MBMI informed about the progress and quality of the portion of the work completed, and report to the MBMI's Project Manager any known deviations from the contract documents by the Design Build Firm. The report shall indicate an agreed or recommended resolution, if any conditions result in changes to the most recent construction schedule submitted by the Design Build Contractor, and defects and deficiencies observed in the work.

## **19. Change Orders and Change Directives**

MBMI is seeking a GMP contract. Design Build General Contractors are to include a contingency on their contract proposal to do everything possible to avoid additional costs being added to the final contract. No change orders are allowed without prior approval from the Construction Services Department.

## **20. Post-Construction Phase**

This phase shall commence upon MBMI filing the notice of completion. The AE Design Firm shall perform a post-construction project walk-through at six months and one-year post-construction. After each post-construction walk-through, the AE Design Firm shall prepare a report to be submitted to MBMI of their findings and recommended course of action.

# **GENERAL INSTRUCTIONS**

## **21. Submittal Response**

The Proposer shall submit an electronic copy of submittal through the MBMI BuilderTrend Portal **on or before June 27, 2024, at 3:00 p.m.**

Responses received after **June 27, 2024, at 3:00 p.m.** will be rejected by MBMI, and will be returned without review.

MBMI will not be responsible for, not accept as a valid excuse for late response delivery, any delay in submitting submission through the MBMI BuilderTrend Portal, mail service, or other method of delivery used by proposer/respondent.

## 22. Questions from Proposers/Respondents

All questions regarding the RFP must be submitted via the MBMI BuilderTrend Portal using the RFI option.

For anything other than questions regarding the RFP, **do not contact MBMI by any means other than via email at [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov).**

## 23. RFP Addenda/Clarification

If necessary, MBMI may revise any part of this RFP or, to provide clarification or additional information after the RFP documents have been released, a written addendum will be sent only to firms that have completed and submitted an Interested Parties Form (IPF). MBMI also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. Recipients of record are those parties who completed and submitted an IPF.

Any addenda will be sent by the MBMI BuilderTrend Portal only to recipients of record. It shall be the responsibility of the respondents to inquire of the MBMI as to if any addenda have been issued. This may be done by emailing [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov) prior to the RFP submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. MBMI response to questions will be distributed at least 72 hours prior to the deadline for RFP submission.

**Proposer shall not contact any other employee or representative of MBMI regarding this RFP other than as allowed herein.** MBMI shall not be held liable for oral representations made by its employees or agents.

## 24. Joint Offer

MBMI intends to contract with a single firm and not with multiple firms doing business as a joint venture or LLP. Each proposing firm shall identify a lead representative firm from their team for the duration of the RFP is applicable.

## 25. Tribal Monitoring

The MBMI Tribal Historic Preservation Office (THPO) mandates the presence of Tribal Cultural Resource Monitors (TCRMs) for any ground-disturbing activities throughout the project's duration. Scheduling TCRMs should be coordinated through MBMI Construction Services at least 5 days in advance of the ground-disturbing activity, and compliance with this requirement is non-negotiable.

The selected Design Build firm is expected to commit to adhering to MBMI Tribal Cultural Resource protection measures, showcasing a dedication to ethical and responsible development throughout the project's life. See **Exhibit D: MBMI Requirement for Tribal Cultural Resource Monitors for Ground Disturbing Activities** for more details on this requirement.

## **26. Confidential Information**

The Proposal, response, and any other supporting materials submitted to the MBMI in response to this RFP, if requested, will not be returned, and will become the property of the MBMI unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Information made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Proposer's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Proposer should specifically identify the pages of the response that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its response. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the MBMI to protect the designated matter from disclosure.

## **27. Disclosure and Trade Secret**

The data on pages of this response, identified by an asterisk (\*) or marked along the margin with a vertical line, shall be reviewed as containing information as which are trade secrets, disclosure of which would cause substantial injury to the Proposer's competitive position. The Proposer by using this annotation method requests that such data be used only for the evaluation of its response but understands that disclosure will be limited to the extent that the MBMI determines is proper under federal, state, and local law.

## **28. Exceptions/Deviations**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations," and incorporated in the Appendix section of your submittal. Please furnish the following described information in the Appendix section of your submittal. Submit a declaration under penalty of perjury by an authorized corporate officer or principal, stating that reasonable diligence has been used in preparation of the proposal submitted in response to the RFP and that all information provided in response to Paragraphs (31.1) through (31.4) below is true, correct, and complete.

All responding firms shall describe any exception or deviation from the requirements of this RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarifications, exceptions or deviations, a statement to that effect shall be included. Any clarification, exception, or deviation is to be considered valid and accepted only upon approval by MBMI. Any proposal submitted must be signed by an individual authorized to bind the AE Design Firm. Any proposal submitted without such authorization will be deemed non-responsive. Questions or objections to this RFP or other aspects must be received and acknowledged at least seven working days before the date and time at which proposals are scheduled to be received. Questions or objections submitted beyond the seven working days will not be acknowledged.

The selected Design Build Firm will have ten days to produce the required insurance certificates, including a certified endorsement naming MBMI as an additional insured. Do not purchase any additional insurance until such time the bid has been awarded.

Provide a copy of current business license or other applicable licenses.

- 31.1 Type of organization or company structure.
- 31.2 The number of years the firm has been in business.
- 31.3 Location of principal office that will be responsible for the implementation of this contract.
- 31.4 The individual or official of this firm who has the power to bind the firm contractually must sign the submittal. The submittal preparation and associated direct costs are the sole responsibility of the Proposer and will not be reimbursed by MBMI.

### **32. Pre-submittal Expense**

Pre-contractual expenses are defined as any expenses incurred by the Respondent in: (1) preparing its response to this RFP; (2) submitting that response to the MBMI; (3) negotiating with the MBMI any matter related to this RFP, including a possible agreement; or (4) engaging in any other activity prior to the effective date of contract award and subsequent notice to proceed, if any, resulting from this RFP. The MBMI shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondent, and Respondent shall not include any such expenses as part of their responses.

### **33. Environmental Compliance**

- 33.1. Work with Morongo Environmental Protection Department to identify permit timeline and site preparation/clearance requirements. US EPA and the Morongo Environmental will permit and conduct compliance inspections of the facility during construction and operation.
- 33.2. The surveyed lot may host Burrowing Owls and other sensitive species. Please note that the construction start date will be limited to September through January (outside of nesting season). Site clearance by Morongo Environmental and/or US FWS will be required prior to construction. The presence of sensitive species may delay construction and species-specific mitigation measures may be required for the project. At the time of bidding, MBMI will work with AE Design Firm should such mitigation measures be required.
- 33.3. The project will be subject to federal and tribal environmental regulations including the Resources Conservation and Recovery Act, Clean Water Act, and Clean Air Act regulations.

- 33.3.1. All ground disturbance will require a National Pollutant Discharge Elimination System (NPDES) permit including SWPPP. Projects that take place on tribal land are eligible for coverage under the EPA CGP rather than the state of California



permitting. The Morongo Band of Mission Indians will be the certifier for projects occurring on the reservation. The Morongo Organization ID is 91006.

33.3.2. Generators larger than 500 bhp will require review under the Tribal New Source Review (NSR). If the potential to emit exceeds the minor NSR thresholds § 49. 153, a pre-construction permit will be required.

### **34. Applicable Codes, Policies, and Standards**

- 34.1. All building plans and supporting documentation shall comply with all current California Building Codes, Riverside County Ordinance 457, and California Title 24 regulations in effect at the time of building plan submittal.
- 34.2. MBMI Water Construction Standards, MBMI Fire Hydrant Use Policy, EPA Sanitary Sewer Overflows Standard, and other resources on the MBMI Water Department's webpage, located at <https://morongonation.org/water-conservation-resources>. Please request if unable to locate.
- 34.3. Fire flow requirements shall be provided by Willdan Group during design consistent with MBMI standards. Morongo Fire Department will periodically inspect for any life-safety hazards and fire code compliance.
- 34.4. The Project must be designed to and operated in compliance with federal and tribal environmental codes and regulations. The Morongo Construction Services Department and Morongo Environmental Protection Department will routinely inspect site operations and enforce tribal codes and regulations.

### **35. Project Safety**

The Project must be designed to promote the safety of personnel and to prevent property damage to buildings, roads, pedestrians, all business, and customer/personal property. Extreme weather considerations must be considered, such as high wind conditions and possible flash flooding. All applicable seismic safety regulations must be incorporated.

### **36. Business Enterprises**

MBMI has a proactive tribally and minority owned vendor program and encourages its consultants, vendors, and contractors to make a good faith effort to hire minority subcontractors whenever possible.

## **RFP RESPONSE AND CONTENT**

### **37. Presentation**

No response shall receive consideration by the MBMI unless made in accordance with the instructions detailed herein. The proposal must be in black ink and typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile,



or telephonic modifications will be accepted. Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed **Thirty** single side pages in length, excluding the executive summary letter, table of contents, divider tabs, and the required appendix. The form, content, and sequence of the response should follow the outline presented below.

### 38. Response Content

The following format has been prepared as the guide for the development of the submittal in response to this RFP. Responses should address each item thoroughly and follow this format. Comments should be specific and generalized discussions should be avoided. Submittal must be limited to responses to the questions and issues outlined below. All individuals that will be directly involved with the project should be identified and represent Design Build Firm in all discussions and/or interviews.

#### 38.1. Executive Summary (Limit: 2 Pages)

The executive summary shall be addressed to Mr. Daniel McPherson, Construction Services Director, and should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

- 38.1.1. Legal name of firm.
- 38.1.2. Address.
- 38.1.3. Telephone and fax.
- 38.1.4. State whether the firm is local, national, or international.
- 38.1.5. Website URL (if applicable).
- 38.1.6. Type of firm (individual, corporation, etc.).
- 38.1.7. Provide a brief description of your firm and number of years in business.
- 38.1.8. Number of employees located in Southern California counties (Riverside, San Diego, Orange, Los Angeles, San Bernardino, etc.).
- 38.1.9. Number of employees (licensed professionals, technical support, etc.).
- 38.1.10. Date firm was established
- 38.1.11. State of California business license number
- 38.1.12. Tax Identification number
- 38.1.13. Current license information, including number and expiration Date (if applicable). All licenses must be issued from California
- 38.1.14. Number of current projects and current workload.
- 38.1.15. Address, telephone, and email address of the person and office that will be primarily responsible for providing for this proposal.

### 38.2. Table of Contents (Limit: 1 Page)

38.2.1. Table of contents is to be included in the response and is to be no more than one page.

38.2.2. Each section of the table of contents shall be properly labeled by section name and number.

### 38.3. Proposed Staffing and Project Organization (Limit: 5 Pages)

In this section, the Design Build Firm are to discuss the key personnel and manager of the Design Build Firm who would be assigned to work on the MBMI.

38.3.1. The Design Build Firm and key personnel must have no less than ten years' actual design experience in the services to be provided. Identify person or persons that will be principally responsible for working with the MBMI. Include a short resume for each designated individual. Indicate their role, responsibility and number of years employed by firm. Specifically discuss the team's background, experience, or training in executing the scope of work, like the size and complexity specified herein (resumes to be added to the appendix section of your submission).

38.3.2. Provide a synopsis of the firm's organizational structure and vision. Include an organizational chart.

38.3.3. Identify all proposed sub-consultants for the projects and provide a summary of their qualifications. Note: All licenses must be current and issued in the state of California.

### 38.4. Approach to Project Scope (Limit: 10 Pages)

In this section, Design Build Firm is to provide a detailed summary of the Design Build Firm's overall approach to the project scope and overall project management including:

38.4.1. Proposed method and technical approach to each phase and approach to on-site construction supervision.

38.4.2. Understanding of project scope of work and defined responsibilities.

38.4.3. Acknowledgement of project timeline, cost control, quality assurance, documentation process, construction bid and award administration and any other factors that may impact the project.

38.4.4. Explanation of the ability to coordinate and communicate with diverse groups of individuals and end-users.

38.4.5. Discuss your ability to adhere to project schedules indicating critical dates based on the information provided by MBMI and demonstrate the Design Build Firms capacity to complete the

project by the projected deadline. Such schedule should detail the number of person hours needed to complete a task and proposed team member(s) responsible for completing the task.

38.4.6. Discuss any potential challenges in successfully completing the scope of work.

38.5. Related Project Experience/References (Limit: 10 Pages)

38.5.1 Identify three Public Works Building (e.g., Libraries, Public Safety Buildings, Museums, Cultural Centers, Educational Facilities, Ceremonial Spaces) projects completed by the Design Build Firm in the last ten years either as an architect, engineer, designer, contractor, or a combination of these. Please include information and show for each project.

- Name of Project.
- Complete client information.
- Design Build Firm's role.
- Images of exterior, interior, and details most relevant to this project.
- Location and program description, including gross square feet and height, of systems including structural; mechanical, electrical, and plumbing (MEP); special features and special elements.
- Sustainable building strategies employed (e.g., solar, recycled materials, no Volatile Organic Compounds [VOCs]).
- Budget: original budget, budget changes, and final cost.
- Schedule: design start and completion, and construction start and completion.
- Schedule: design start and completion, and construction start and completion.
- Project role: lead designer, engineer, etc.

38.6. Schedule of Rates (Limit: 2 Pages)

In this section, Proposer(s) are to provide a Schedule of Rates ("SOR") for all proposed staffing positions. Design Build Firms are to also list the SOR for all proposed sub-consultants by discipline.

38.7. Rational for Selection (Limit: 1 Page)

Design Build Firms should describe in a narrative form why the MBMI should consider their team to be short-listed. Provide additional information you feel relevant to your consideration.

MBMI is committed to delivering outstanding quality to its members and community. Since vendors who provide services and/or material to MBMI are indirectly serving the same customers, it is important for MBMI to expect vendors to share the same commitment to quality including price, delivery, and product quality, as well as timely response and service quality.

Therefore, prepare a statement of your “quality commitment” to accompany your bid. The statement should address the following five items regarding services and/or material provided to MBMI for your quoted price:

- 38.7.1 ON-TIME DELIVERY: a commitment to delivering material and services on or before the promised time.
- 38.7.2 TIMELY RESPONSE: a commitment to consistent, timely response to all service requests.
- 38.7.3 QUALITY AS SPECIFIED: a commitment to provide products and/or service that meets or exceeds the specification at your quoted price.
- 38.7.4 QUALITY CONTROL: a commitment to use methods or procedures to assure quality control of service, material, and invoicing.
- 38.7.5 CUSTOMER SATISFACTION: a commitment to resolve customer concerns regarding the quality of service or material supplied.

## DOCUMENTATION OF FINANCIAL RESPONSIBILITY

### 39. Fiscal Stability

Design Build Firm should provide evidence of the firm’s corporate stability including:

- 39.1. A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- 39.2. A letter from a financial institution stating a current line of credit; and the latest audited financial statement and/or annual report that have been certified by a Certified Public Account.

**This information will remain confidential and is not subject to public disclosure.**

### 40. Insurance (Limit: 1 Page – Not including supporting documentation)

Firm(s) are to provide a letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:

- 40.1. Proposer shall always, during the term of this Agreement, carry, maintain, and keep in full force and effect, a policy, or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Proposer. Said policy or policies shall be issued by an insurer rated in A.M. Best’s Insurance Guide with a rating of at least A-.
- 40.2. Proposer shall further provide workers’ compensation at statutory limits, and employer’s liability with minimum limits of \$1,000,000.
- 40.3. Proposer shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering “Any Auto” utilized by Proposer in

performing its services hereunder.

- 40.4. Proposer agrees to maintain, in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000. Further, if such insurance is on a claim made basis, Proposer agrees to maintain in full force and effect such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.
- 40.5. The insurance provided by Proposer shall be primary to any coverage available to MBMI. The insurance policies (other than Workers' Compensation) shall include provisions for waiver of subrogation.
- 40.6. Sub-consultant Insurance Requirements. Unless otherwise approved by the MBMI, the firm's sub-consultant, engineers, experts, and other consultants shall comply with every insurance requirement of this section.

## **COST PROPOSAL**

### **41. Cost Proposal (Limit: 2 Pages)**

Every cost proposal must use the MBMI BuilderTrend Bid package template of cost codes to include all costs and charges to MBMI for completion of the project. Responding firms must provide fully inclusive blended rates which are inclusive of all work or the project-related or supported expenses. Responding firms must guarantee their price for 90 days.

Design Build Firm must itemize the pre-construction services separate from construction services. Design Build Firm may also include additional documents to further illustrate the proposed costs.

All reimbursables must be approved by MBMI prior to invoicing. Travel, reproduction, and other office expenses shall be included in the cost proposal.

Hourly rate must be an all-inclusive rate to include administration, travel, training, and operating costs.

MBMI reserves the right to negotiate final fees with any selected Firm or Vendor.

## **MISCELLANEOUS INFORMATION**

### **42. Appendices – Add Option (Limit: None)**

Include all appendices as necessary to fulfill the requirements of this RFP.

- 42.1. Firm brochures/history/background, reprints, etc.
- 42.2. Key staff member's resumes.

## **GENERAL PROVISIONS**

By responding to this RFP, firms and individuals are preemptively agreeing to some terms of a future contract if they become the Design Build Firm. The following clauses are standard for all MBMI Service Agreements.

All references in the following to "the Tribe" are references to MBMI:

#### 43. No Commitment to Award

Issuance of this RFP and receipt of responses does not commit the MBMI to award a contract. MBMI expressly reserves the right to postpone response opening for its own convenience, and to accept or reject any or all responses received to this RFP.

#### 44. Proposal Withdrawal

The Proposer may withdraw their proposal at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Proposer's organization to the attention of **Mr. Daniel McPherson, Construction Services Director**. All Proposers must present their written request for withdrawal in person with proof that they are representatives of the company withdrawing the RFP. Responses may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. **Withdrawal or modification offered in any other manner will not be considered.**

#### 45. Rejection of Proposals

MBMI reserves the right to accept or reject any or all responses, or any portion or combination thereof, or award based on the total RFP.

#### 46. Independent Design Build Firm

Design Build Firm shall always remain an independent contractor and not an employee of the Tribe.

46.1. Design Build Firm shall not have and shall not represent to any third party that Design Build Firm has the authority to bind the Tribe in connection with any matter for which Design Build Firm provides services to the Tribe.

46.2. The Tribe may direct Design Build Firm with respect to what work is to be done, and in what order, and the Tribe may provide Design Build Firm with completion dates for certain projects within the scope of work to be performed by Design Build Firm. The Tribe shall not be responsible for and may not direct the means whereby Design Build Firm performs the work, or otherwise interfere with Design Build Firm's day-to-day performance or the specific methods, tools, techniques, or procedures used by Design Build Firm to perform services.

#### 47. Conflict of Interest

Design Build Firm shall take reasonable steps to avoid any conflict of interest between Design Build Firm's performance of services for MBMI and Design Build Firm's performance of services for any other client of Design build Firm. In the event Design Build Firm becomes aware of any such conflict of interest or the potential for such a conflict of

interest, Design Build Firm shall notify the Tribe immediately and explain the nature of the circumstances that have resulted, or that may result, in the existence of adverse, hostile, or incompatible positions between the Tribe and any other client of Design Build Firm.

#### **48. Ownership of Work**

All work products including, but not limited to, reports, maps, compilations of data, diagrams, plans, specifications, statistics, photos, digital record, and supporting records and/or drawings, produced, compiled, or prepared by Design Build Firm, or any employee(s) or agent(s) of Design build Firm, during performance of services for MBMI, and all rights thereto, shall belong to the Tribe, and each such item of work product shall be deemed to be a work made for hire. Notwithstanding the foregoing, Design build Firm shall be deemed to have an unpaid, non-exclusive license to use such work product for the purpose of performing services for MBMI.

#### **49. Warranty**

Design Build Firm represents and warrants that all services performed by Design Build Firm shall be performed in accordance with any applicable standards and in any event no less professionally and no less competently than services of a similar nature provided by a competent professional experienced in the area(s) and field(s) in which Design Build Firm performs services.

#### **50. Termination**

- 50.1. Termination for Convenience. Notwithstanding any other provision of any contract, the Tribe may terminate the construction contract at any time upon thirty days' written notice, and Design Build Firm may terminate the construction contract at any time upon sixty days' written notice. In the event either party terminates for convenience, the Tribe agrees to pay, within thirty days of termination, for all reasonable services performed by Design Build Firm up to the date of termination.
- 50.2. Termination for Breach. Either party may terminate the construction contract upon ten days' written notice in the event of a breach by the other party that is not cured within that ten-day period.
- 50.3. Effect of Termination on Claims. Any termination of any agreement shall be without prejudice to any claim that either party may have against the other.

#### **51. Compliance with Laws and Regulations**

When performing services for MBMI, Design Build Firm shall at all times comply with all applicable tribal, federal, state, and local laws, regulations, ordinances, codes, and standards.

#### **52. Indemnification**



To the fullest extent permitted by law, Design Build Firm shall indemnify, defend (as provided below), and hold harmless Morongo Band of Mission Indians, its lender (if any), its employees, members, officers, directors, shareholders, partners, affiliates, successors and assigns (collectively, “**Indemnitees**”) from and against all claims, demands, losses, damages, liabilities, liens, causes of action, suits, judgments, costs and expenses, including reasonable attorneys’ fees (collectively, a “**Claim**”) to the extent such Claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Design build Firm, or any of its subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of the foregoing parties may be responsible, in connection with the services or any other work performed and/or materials supplied by Design build Firm pursuant to the agreement. If, and only if, Design Build Firm’s duty to defend is covered by the insurance provided by Design Build Firm, as required by the agreement, then Design Build Firm’s duty to defend shall arise immediately when a claim is asserted against MBMI in connection with the agreement, and regardless of whether others may owe MBMI a duty of defense and indemnity. To the extent that Design build Firm is not commercially able to procure insurance to cover this risk, Design Build Firm’s obligation to pay for any of the Indemnitees’ defense related costs shall arise only after a final determination of Design Build Firm’s liability and, following any such determination of its liability, Design Build Firm shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of Design Build Firm. In no event shall the cost to defend charged to Design Build Firm pursuant to this indemnity exceed Design build Firm’s proportionate percentage of fault.

- 52.1. Both parties agree to give the other immediate notice of any claim, action, or suit in any way connected to the Project.
- 52.2. Both parties agree to maintain adequate insurance coverage during the Project.

### 53. Confidentiality

Design Build Firm agrees and acknowledges that a Non-Disclosure Agreement will be incorporated as part of any Design Build Firm Agreement.

### 54. Miscellaneous Terms

- 54.1. Governing Law. Contracts with MBMI shall be governed by (and thus interpreted in accordance with) the laws and ordinances of the Tribe. In the event there is no applicable law or ordinance of the Tribe, then the contract shall be governed by federal law, and in the event no federal law is applicable then the contract shall be governed by the laws of the state of California.
- 54.2. Venue. The parties agree that any dispute or claim arising from any contract will be resolved in the Morongo Tribal Court. An overview of the Morongo Tribal Court is available at the following web address: <http://www.morongonation.org/content/tribal-court>.



## Exhibit A - Receipt of Request for Proposal (RFP) and Addenda

Upon return of the completed RFP for Ceremonial House, the Design Build Firm shall acknowledge receipt of the RFP, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

|   |                            |  |
|---|----------------------------|--|
| 1 | RFP dated _____            |  |
| 2 | Addendum 1 (if applicable) |  |
| 3 | Addendum 2 (if applicable) |  |
| 4 | Addendum 3 (if applicable) |  |
| 5 | Addendum 4 (if applicable) |  |
| 6 | Addendum 5 (if applicable) |  |
| 7 | Addendum 6 (if applicable) |  |
| 8 | Addendum 7 (if applicable) |  |

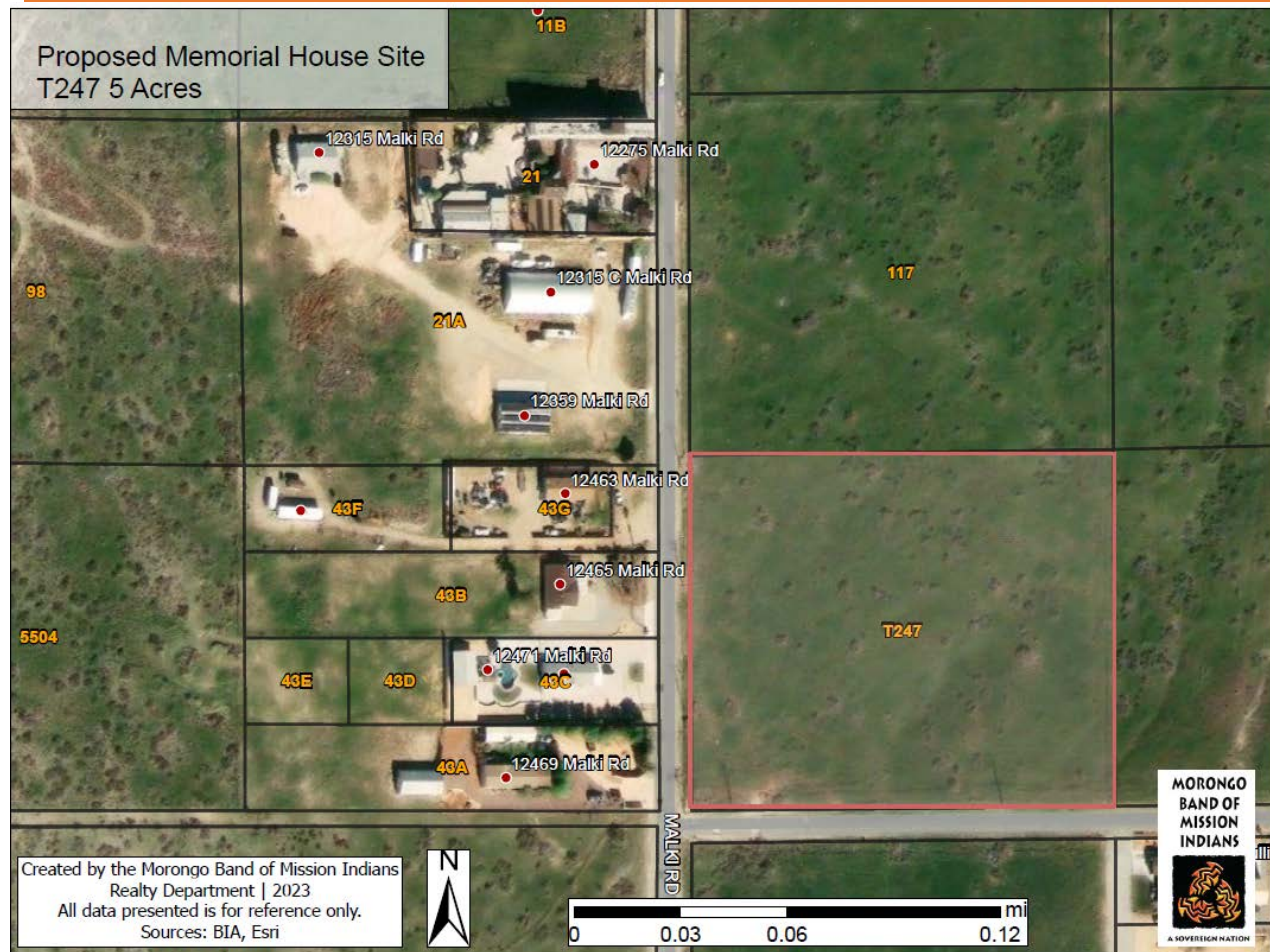
I, the undersigned, on behalf of the (Design Build Firm), certify that I have received all documents listed above.

\_\_\_\_\_  
Signature

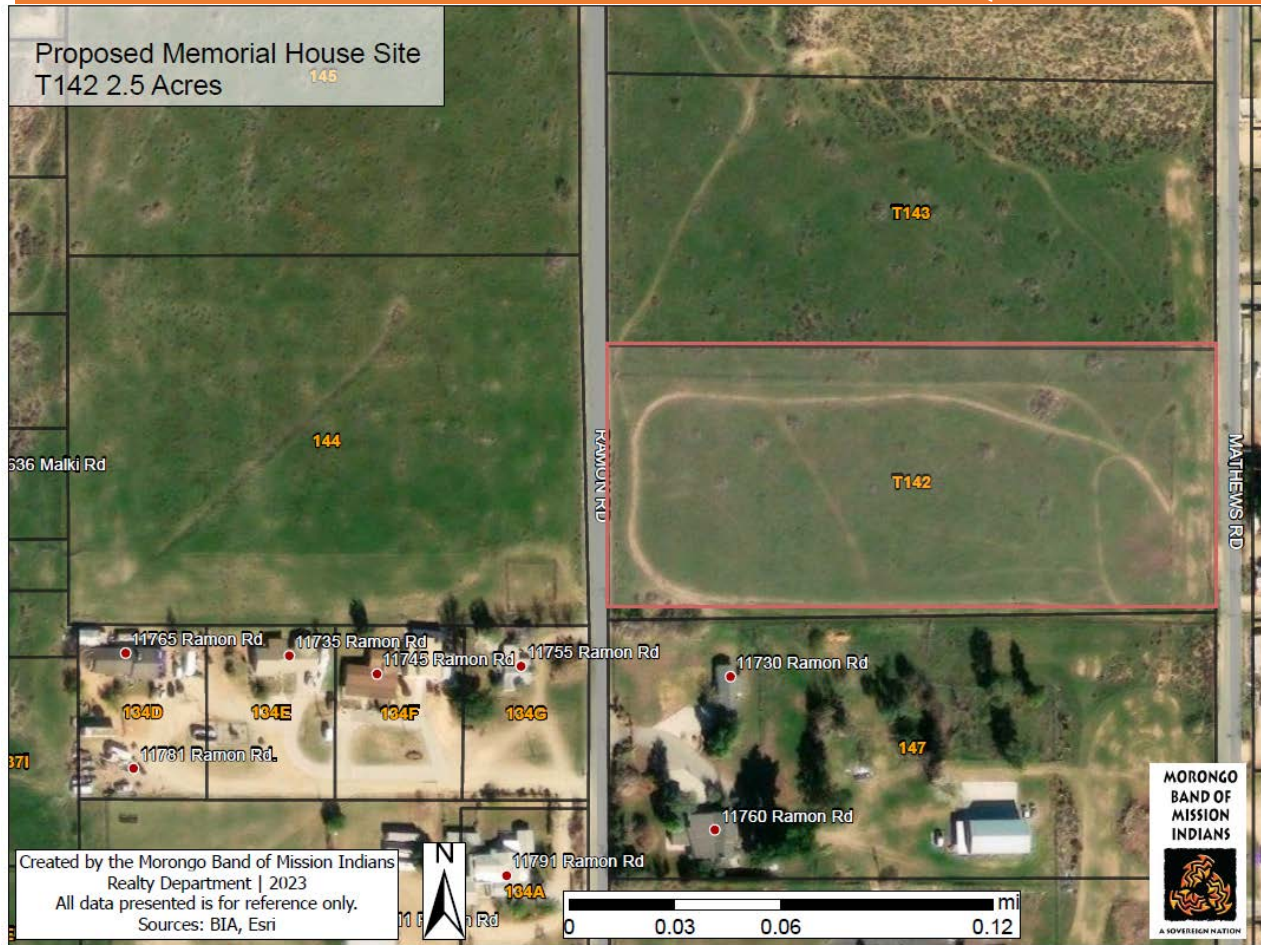
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Date

\_\_\_\_\_  
Title









## Exhibit C – Needs for MBMI Ceremonial House

Items that may be included but not limited to:

- Hall area for 500 people with seating.
- Place for storage space – Shelves – Bins – Etc. Coat Hanging area?
- Interior walls with system to hang fabric.
- Interior – Built in sound/ PA System/ Slide Show
- Interior – Office Space
- Interior – Janitorial Space
- Door facing East
- Rest/ Recovery area – Nursing Mothers area?
- Separate facility with commercial kitchen, dining area and restrooms. Situated in such a way that the noise in this area will not disturb the Tribal Members in the Ceremonial Hall.
- Kitchen to have commercial appliances and fixtures to handle large gatherings.
- Kitchen to have a separate entry for deliveries as well as a path of travel to the Dining Area.
- Kitchen to have adequate HVAC system to handle high temperatures.
- Women's restroom more stalls than Men's Restroom.
- Outside firepit with seating – With a windbreak artfully disguised or Firepit situated that it is shielded by the building or landscape items from prevailing winds.
- Off ground firewood storage
- Possible Memorial Niche wall for Ash urns.
- Flooring- Polished Concrete
- Parking Area
- Landscaped grounds- Native plants no Pepper Trees. Landscape plants to include White Sage and Wild Tobacco.
- Ample overhangs to shelter against sun or rain.
- Easy access for Elders – Ramps, Level grades. Avoid steps and stairs if possible.
- Wide doors at Entry Points

## **Exhibit D - MBMI Requirement for Tribal Cultural Resource Monitors for Ground Disturbing Activities**

### **1. Purpose:**

- 1.1. The purpose of this requirement is to ensure the preservation and protection of tribal cultural resources during ground disturbing activities by implementing Tribal Cultural Resource Monitors (TCRMs) as an integral part of the project. This requirement seeks to uphold the principles of cultural heritage preservation and foster meaningful engagement with tribal communities in the management of ground disturbing activities.

### **2. Scope:**

- 2.1. This requirement applies to all ground disturbing activities within areas identified as possessing potential tribal cultural resources, as determined through consultation with MBMI tribal authorities or agencies.

### **3. Definitions:**

- 3.1. Tribal Cultural Resource Monitors (TCRMs): MBMI-THPO designated individuals from relevant tribal communities tasked with overseeing ground disturbing activities to identify, protect, and mitigate impacts on tribal cultural resources.
- 3.2. Ground Disturbing Activities: Any activities that involve excavation, construction, development, or other actions that may disturb the soil or sub-surface within areas of cultural significance to tribal communities.

### **4. Requirement:**

- 4.1. Prior Consultation: The AE firm and all Contractors involved with ground disturbing activities must consult with relevant tribal authorities or agencies to identify areas of potential cultural significance and determine the need for TCRMs.
- 4.2. Appointment of TCRMs: MBMI-THPO shall appoint TCRMs in consultation with tribal authorities or agencies. TCRMs will possess appropriate cultural knowledge, training, and expertise.
- 4.3. The AE Firm and all Contractors involved in ground disturbing activities shall use Native American monitor(s) (TCRMs) for Ceremonial House project, which encompasses approximately \_\_\_\_\_ acres and is located at \_\_\_\_\_. The Native American monitor will accompany the project's archaeological team in the field and be present to assist in identifying Traditional Cultural Properties and specific areas of concern to the tribe. The Native American monitor will be present on site during all ground-disturbing activities as agreed upon or required as part of the cultural resources' mitigation and monitoring plan, one Native American monitor will be required per piece of construction equipment or ground-disturbing activity.

### **5. Responsibilities of TCRMs:**

- 5.1. Monitor Activities: TCRMs shall monitor ground disturbing activities to identify any potential impacts on tribal cultural resources.
- 5.2. Report Findings: TCRMs shall promptly report any findings or concerns regarding potential impacts on tribal cultural resources to project proponents and relevant MBMI tribal authorities or agencies.
- 5.3. Recommend Mitigation Measures: TCRMs under the authority of THPO may recommend

mitigation measures to minimize or avoid impacts on tribal cultural resources.

## **6. Integration into Project Plans:**

6.1. TCRMs shall be integrated into project plans and schedules to ensure their presence during critical phases of ground disturbing activities. The AE Firm and all Contractors shall schedule TCRMs through the MBMI Construction Services Department. Scheduling TCRMs shall be coordinated through MBMI Construction Services at least 5 days in advance of the ground-disturbing activity, and compliance with this requirement is non-negotiable. In the event scheduled ground disturbing activities are canceled or rescheduled, the AE firm and all Contractors involved with ground disturbing activities are required to give 48 hours' notice before canceling the TCRM. Failure of the AE firm and all contractors, involved with ground disturbing activities, to notify MBMI Construction Services within this timeframe will result in the automatic billing of 4 hours of "show up" time as a back charge to the AE firm or the Contractor engaged in ground disturbing activities.

## **7. Compliance Monitoring:**

7.1. The AE firm and all contractors involved with ground disturbing activities shall ensure compliance with the requirements outlined in this document and any additional measures agreed upon through consultation with MBMI tribal authorities or agencies. The AE Firm and all contractors shall comply with any Cultural Resources Monitoring and Mitigation Plan (CRMMP) that is applicable to this Agreement.

## **8. Record-Keeping:**

8.1. MBMI - THPO shall maintain records of TCRM reports, recommendations, and actions taken to address concerns related to tribal cultural resources.

## **9. Training and Support:**

9.1. The AE firm and all contractors shall provide a detailed plan with marked up locations of where the ground disturbing activities are going to occur 5 days in advance of the scheduled ground disturbing activities.

## **10. Compliance with Laws:**

10.1. The Parties involved in ground disturbing activities shall mutually comply with applicable federal, state, tribal and local rules, regulations, laws, ordinances, and rulings including those of governmental agencies having jurisdiction over the Services.

## **11. Discovery of Human Remains:**

11.1. California state law may apply, and the Parties involved in ground disturbing activities will take appropriate action under California Public Resources Code Section 5097.98 or successor statutes. Federal law may apply, and the Parties will take appropriate action under the Native American Graves Protection and Repatriation Act (NAGPRA) or successor statutes. Consistent with California Government Code Section 6254(r), unless otherwise

required by law, the site of any reburial of Native American human remains shall not be disclosed.

**12. Cultural Items:**

12.1. The release of any cultural items and artifacts encountered during ground disturbing activities will be negotiated on an item-by-item basis.

**13. Enforcement:**

13.1 Non-compliance with this Requirement Exhibit D may result in project suspension, fines, or other penalties as determined by relevant regulatory authorities.

**14. Sovereign Immunity:**

14.1 Nothing in this Requirement shall be deemed a waiver of the Tribe's sovereign immunity.