

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

## Title: Morongo Fire Station

MORONGO  
BAND OF  
MISSION  
INDIANS



A SOVEREIGN NATION

## INTRODUCTION

### 1. Introduction

The Morongo Band of Mission Indians (“Morongo” or “MBMI”) is seeking proposals from an architectural and engineering design firm (“AE Design Firm”) to provide professional design services for the planning and design new Morongo Fire Station (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 Fire Station 1, located at 11581 Potrero Road, Banning, CA 92220, has had improvements made to it over the years. The Fire Station 1 apparatus bay is a metal structure that consists of five bays (not drive-thru), a lobby/reception area; kitchen and dining area, and a small living/day room (also serves as the training room). The sleeping/training quarters is a one-story structure which includes four bedrooms for eight fire fighters per shift, two bathrooms with showers, and some storage space upstairs. There is an additional building with seven office spaces and a single wide trailer which serves as the gym.

The new Morongo Fire Station will be located at Fire Headquarters, Tribal Tract T1009, Banning, CA 92220.

The project will be constructed on the attached surveyed lot; therefore, the overall design is limited to the existing footprint. Please see **Exhibit C**.

Project design of Fire Headquarters shall include, but is not limited to: three 2-deep bay drive-thru apparatus building, and a structure for at least ten sound insulated bedrooms for 12 firefighters per shift plus one Chief's quarters and one Battalion Chief's quarters; four 3-piece bathrooms with a shower, sink and toilet; at least one restroom for guests near the lobby, a gym facility, a laundry room, three equal-sized office spaces (one for each shift), and four larger office spaces for Chief, Deputy Chief, Battalion Chief, and Administrative Assistant; break room with kitchenette, a lobby/reception area; commercial grade kitchen, dining area, living/day room, a training/conference room, storage room for medical supplies, janitorial closet(s), a work room designed for equipment maintenance, an outdoor area for grilling, and a training facility.

Other considerations for the station include parking for civilian vehicles, power, back-up power, exhaust considerations, speakers for alarm codes throughout all indoor and outdoor spaces, energy saving lighting, civil engineering (site plan, Stormwater Pollution Prevention Plan [SWPPP], hydrology, grading, on and off-site utility/fiber/data plan [Wi-Fi and data ports], stormwater and erosion control, landscaping, fire sprinkler/alarm systems, street improvements/curb and gutter, septic, clarifier, gas, domestic water, etc.) wind concerns, signage, fencing, seismic considerations, geotechnical, grease interceptor, and work with Morongo Environmental Protection Department (or “Morongo Environmental”), US Environmental Protection Agency (EPA), and US Fish and Wildlife (FWS), as required.

A comprehensive list titled Needs for Morongo Fire Headquarters is attached as **Exhibit D** 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 one hard copy and one electronic copy of the response to this RFP be provided in a **SEALED envelope no later than September 15, 2022, 4:00pm** and should be emailed to: [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov). All responses must be submitted 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 returned unopened. Please note that only one submission is allowed from each AE Design Firm.

## Important Dates

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

EVENT	DATE, TIME
Release of RFP	August 17, 2022
Mandatory Pre-Submittal Conference	September 7, 2022, 10:00 a.m.
Deadline for Questions	September 15, 2022, 12:00 p.m.
RFP Submission Due Date and Time	September 29, 2022, 4:00 p.m.
Identification of Short-Listed Firms	October 6, 2022
Selection of Firm	October 13, 2022

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

### 4. Mandatory Pre-submittal Conference

The pre-submittal conference will take place on Wednesday, **September 7, 2022, at 10:00 a.m.**, at 12700 Pumarra Road, Banning, CA 92220. To pre-register for the conference, interested firms must [complete this linked form](#) or by the following QR Code **not later than September 5, 2022 at Noon:**



## QUALIFIED AE DESIGN FIRMS AND BASIC SERVICES

### 5. Qualified Architectural and Engineering Design Firms

All AE Design 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. AE Design Firms must have the following:

- 5.1. Minimum of ten years of relevant experience and success with designing fire stations or similar public agency buildings in the state of California.
- 5.2. Each individual team member proposed for the team must have a minimum of ten years of relevant experience and success with services for designing fire station projects or similar public agency type of building.
- 5.3. Thorough understanding and comprehension of all applicable building codes and requirements for the state of California.
- 5.4. All architectural 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 AE Design Firm agrees to provide full Architectural and Engineering design services for MBMI as described herein. Basic Services of the AE Design Firm will include, but is not limited to, the following services:

- Programming, schematic, design development, construction drawings, and technical specifications.
- 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 the MBMI, 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 AE Design Firm shall manage all architectural and engineering services. The AE Design 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 AE Design Firm shall coordinate the services provided by AE Design Firm and the AE Design 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 AE Design 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.

The AE Design 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 AE Design 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 AE Design 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 AE Design Firm shall make appropriate revisions to the contract documents to adjust the project's size, quality, or budget.

The AE Design Firm shall provide a preliminary evaluation and verification of any information furnished to MBMI (reviewed along with the MBMI's Fire Department), to include similar types of facilities and programs, schedule requirements, and budget for the cost of the project. The AE Design 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 AE Design 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 AE Design 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 AE Design 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 prior to the commencement of a task and/or activity.

#### 10. Construction Software

Should MBMI implement any type of construction software, the AE Design Firm will be required to use the software throughout the life of the project.

## SCOPE OF WORK

### 11. Programming and Schematic Design

The AE Design 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 AE Design Firm and all such data and user input shall be translated into space diagrams for the MBMI review, comments, and final approval. The fire station shall be designed to minimize off-site nuisance impacts to the neighborhood residents and school.

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

The AE Design 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 AE Design 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 AE Design Firm under Basic Services. The AE Design 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.

### 12. Programming and Schematic Phase Deliverables

The AE Design 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 on a

thumb drive in 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 AE Design Firm shall submit drawings, reports, and presentation material to the MBMI 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 and the Fire Department. The AE Design Firm maybe asked to develop and sponsor two open design charrettes on weekend to encourage membership involvement.

### 13. Design Development Documents

The AE Design 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, sound system, and fire protection.
- Code required signage system (interior).
- Civil engineering survey and proposed building locations.

The Design 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
- Septic system
- Clarifier
- Grease interceptor

The AE 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 AE Design Firm shall submit for review and approval of MBMI five full size copies of each and two copies of half-sized prints of the finalized design development and construction documents plans. The AE Design 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 AE Design Firm shall provide PDF files of any drawings requested by MBMI. The AE Design Firm shall provide MBMI with these documents in Microsoft Word for record. The AE Design 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 AE Design 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 a competitive bidding process for 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 AE Design Firm shall ensure that specifications do not stipulate a “pre-approved or pre-qualified list” of subcontractors. The AE Design Firm shall bear all associated costs for rectifying the contract documents. The AE Design Firm shall prepare specifications using the most current Construction Specifications Institute (CSI) format. The AE Design Firm shall furnish for preliminary review all bidding documents to the MBMI, electronically and hard paper copy, prior to any advertisement of the project.

#### 16. Construction Document Phase Deliverables

The AE Design Firm shall submit for review and approval of the MBMI five full size copies of each and two copies of half-sized prints of the finalized design development and construction documents plans. The AE Design 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 AE Design Firm shall provide the MBMI with such documents on thumb drive in Microsoft Word or PDF for record. The AE Design 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 AE Design Firm shall assist the MBMI in making application for all required permits to Willdan Group. The AE Design 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 bidding the construction. The AE Design Firm will provide MBMI an estimate of the plan check fees.

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

The AE Design 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 AE Design Firm shall not disclose or release any information or material without the prior written consent of MBMI. MBMI agrees that the AE Design 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 AE Design Firm is not the design firm of record.

The AE Design 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 AE Design Firm is responsible. The AE Design Firm shall be responsible for all reproduction fees resulting from the need to resubmit documents because of the AE Design Firm's errors and/or omissions.

## 18. Bidding Phase

The AE Design Firm, following MBMI's final acceptance of the construction document's plans, specifications, construction estimate, and plan review and approval, shall assist MBMI in obtaining bids and assist in awarding and preparing contracts for construction. The AE Design Firm shall work cooperatively with MBMI's Construction Services Department to develop the front-end bidding documents for the project.

The AE Design Firm shall provide support and assistance to MBMI Construction Services during the development of the RFP for construction and shall be relied upon to provide MBMI professional support throughout the entire construction process.

The AE Design Firm shall provide MBMI with at least five full size sets and two half-size plans of the bidding documents, specifications, and conditions of the contract for construction. The AE Design Firm shall also provide MBMI with electronic copies of the documents in PDF format. Such documents shall be prepared and printed in "Times Roman" font and with all paragraphs aligned left style format, double-spaced between paragraphs. The plans and specifications shall be labeled "For Construction" and shall be given to the MBMI's Project Manager for distribution to the Fire Department.

The AE Design Firm shall assist the MBMI with soliciting, evaluating, and awarding bids. The AE Design Firm shall consider requests for substitutions in the bidding documents.

Bidding documents shall incorporate all MBMI general and supplemental conditions. The AE Design Firm shall ensure against conflict between various documents including, but not limited to; Division 0, General Conditions, as may be modified/supplemented by the Construction Services Department or general requirements, and any other specification divisions.

The AE Design Firm shall assist in conducting a pre-bid meeting including answering questions concerning the design documents.

The AE Design Firm shall be responsible for taking meeting minutes and assisting in preparing addenda. The AE Design Firm shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the bidding documents related to all sections

of the bidding documents. The AE Design Firm shall provide the MBMI with copy of the minutes including all questions and answers.

The AE Design Firm shall consider requests for substitutions, if permitted by the bidding documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Addenda shall be developed in accordance with format approved and acceptable to MBMI. No addenda shall be issued by the AE Design Firm without prior review and written approval of MBMI.

Written questions to the AE Design Firm from the prospective contractors concerning the project submitted after the pre-bid meeting will be routed through the MBMI representative for review prior to the AE Design Firm submitting response to the prospective contractors. Responses to all questions during the bidding period will be developed by the AE Design Firm and forwarded to MBMI for submission.

The AE Design Firm shall furnish the MBMI with copies of all questions during the bidding process. The AE Design Firm shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the bidding documents to all prospective bidders in the form of addenda. All questions and subsequent answers shall be included in the addenda.

#### 19. Progress Meetings

The AE Design Firm shall attend monthly meetings and review the status of the construction progress at the site. The AE Design Firm shall conduct site walk through to adequately determine the stage of construction and familiarize themselves with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating the work, when fully completed, is construction in accordance with the contract documents.

#### 20. Progress Report

The AE Design Firm shall prepare and provide a progress report at subsequent construction progress meetings based upon the site visits. The AE Design 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 Contractor. The report shall indicate agreed or recommended resolution, if any conditions result in changes to the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the work.

The AE Design Firm shall interpret and decide matters concerning performance of the Contractor during construction which are consistent with the project's intent. The AE Design Firm's response to such requests shall be made in writing within seven days unless such other time limits agreed upon.

## 21. Change Orders and Change Directives

The AE Design Firm shall review and provide recommendation to MBMI regarding proposed change orders/change directives. The AE Design Firm may be requested to assist in negotiation of such and evaluation of any accompanying supporting documentation or statements accompanying such.

## 22. Certification of Contractor Pay Application

The AE Design Firm shall assist in reviewing and certifying the amounts due the Contractor and shall issue certificates for payment in such amounts. The AE Design Firm's certification for payment shall constitute a representation to MBMI, based on the AE Design Firm's evaluation of the work and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the AE Design Firm's knowledge, information and belief, the quality of the work is in accordance with the contract documents.

The AE Design Firm shall represent:

- Evaluation of the work for conformance with the contract documents upon substantial/final completion.
- Results of subsequent tests and inspections.
- Correction of minor deviations from the contract documents prior to completion; and
- Specific qualifications expressed by the AE Design Firm. MBMI reserves the right to withhold any certificate which it determines necessary.

The AE Design Firm shall maintain a record of the Contractor's applications for payment. The AE Design Firm shall record background information and details regarding any circumstances and recommendation on any subsequent action to be taken.

The AE Design Firm shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The AE Design Firm's action shall be taken with reasonable promptness, however not less than within seven calendar days, to cause no delay in the work or in the activities of the city, Contractor, or separate contractors, while allowing sufficient time in the Design Firm's professional judgment to permit adequate review.

Review by the AE Design Firm of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the contract documents.

The AE Design Firm's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the AE Design Firm, of any construction means, methods,

techniques, sequences, or procedures. The AE Design Firm's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The AE Design Firm shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the contract documents.

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the contract documents, the AE Design Firm shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval and seal, if applicable, when submitted to the AE Design Firm. The AE Design Firm shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals.

The AE Design Firm shall assist in preparing change orders and construction change directives. The AE Design Firm shall furnish such for the MBMI's review, anticipated approval, and execution in accordance with the contract documents. The AE Design Firm may authorize minor changes in the work not involving an adjustment in contract sum or an extension of the contract time which are consistent with the intent of the contract documents.

The AE Design Firm shall review and provide recommendation regarding Contractor RFIs. The AE Design Firm shall furnish a prior copy to the Project Manager of responses to the Contractor's requests for information related to the comparison of the Contract Documents, field conditions, other MBMI provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

If necessary, the AE Design Firm shall prepare, reproduce, and distribute drawings and specifications to describe work to be added, deleted, or modified.

The AE Design Firm shall review properly prepared, timely requests by MBMI or Contractor for changes in the work, including adjustments to the contract sum or contract time.

The AE Design Firm shall ensure request for a change in the work is accompanied by sufficient supporting data and information to permit a reasonable determination for preparation of additional drawings or specifications. If the AE Design Firm determines that requested changes in the work are not materially different from the requirements of the contract documents, the AE Design Firm may issue an order for a minor change in the work or recommend to MBMI that the requested change be denied.

If the AE Design Firm determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the contract time or contract sum, the AE Design Firm shall make a recommendation to MBMI, who may authorize further investigation of such change.

The AE Design Firm shall conduct inspections to determine the date or dates of substantial completion and the date of final completion; shall receive from the Contractor and forward to MBMI, for the MBMI's review and records, written warranties and related documents required by the contract documents and assembled by the Contractor; and shall issue a final certificate for payment based upon a final inspection indicating the work complies with the requirements of the contract documents.

The AE Design Firm's inspection shall be conducted with the MBMI's Project Manager to check conformance of the work with the requirements of the contract documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected.

When the work is determined by the AE Design Firm to be substantially complete, the AE Design Firm shall inform the MBMI's Project Manager about the balance of the contract sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the work. The AE Design Firm shall maintain a current punch-list of any deficiencies or defects in the work.

As part of basic services, the AE Design Firm shall, upon completion of the work, review all test reports required by the contract documents to determine that all tests have been satisfactorily performed in conformance with the contract documents. The AE Design Firm shall provide MBMI with at least three copies of a report concerning such testing. The AE Design Firm shall advise MBMI of any results which are not in compliance with the contract documents. Final payment to the AE Design Firm shall be conditioned upon submission of such report to MBMI.

The AE Design Firm shall meet with the MBMI's Project Manager or MBMI's Designated Representative promptly after substantial completion to review the facility operation services close-out procedures. The AE Design Firm shall maintain a current list of items to necessitate the project close-out.

## 23. 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

### 24. Submittal Response

The Proposer shall submit one bound copy and one electronic copy (USB Flash Drive or CD Rom) of submittal on or before **September 29, 2022, 4:00 p.m.**, and should be emailed to: [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov).



Responses received after September 29, 2022, 4:00 pm, will be rejected by MBMI and will be returned without review. To be considered “on time” a response must show “Request a Delivery Receipt for this Message”, confirming submission by the above-specific deadline.

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

## 25. Questions from Proposers/Respondents

All questions regarding the RFP must be submitted via the [Questions Form linked here](#) or by the following QR Code:



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

## 26. 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 e-mail 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.

## 27. 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.



## 28. Tribal Monitoring

Attached as **Exhibit F** is the MBMI 2022 Tribal Monitoring Services Agreement which includes the current fee schedule for monitoring services. Please include this fee schedule in your bid as a separate item when professional fees are requested.

## 29. 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.

## 30. 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.

## 31. 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 AE Design 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 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 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 thru January (outside of nesting season). Site clearance by Morongo Environmental and/or US FWS will be required prior to construction. 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.

#### 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 and operated in compliance with federal and tribal environmental codes and regulations. The Morongo Construction Services Department and Morongo Environmental 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 the 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 the AE Design 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:

- 38.4.1. Legal name of firm.
- 38.4.2. Address.
- 38.4.3. Telephone and fax.
- 38.4.4. State whether the firm is local, national, or international.
- 38.4.5. Website URL (if applicable).
- 38.4.6. Type of firm (individual, corporation, etc.).
- 38.4.7. Provide a brief description of your firm and number of years in business.
- 38.4.8. Number of employees located in Southern California counties (Riverside, San Diego, Orange, Los Angeles, San Bernardino, etc.).
- 38.4.9. Number of employees (licensed professionals, technical support, etc.).
- 38.1.4.10. Date firm was established.
- 38.1.4.11. State of California business license number.
- 38.1.4.12. Tax identification number.
- 38.1.4.13. Current license information, including number and expiration date (if applicable). All licenses must be issued from California.
- 38.1.4.14. Number of current projects and current workload.
- 38.1.4.15. Address, telephone, and e-mail 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 AE Design Firm are to discuss the key personnel and manager of the AE Design Firm who would be assigned to work on the MBMI.

- 38.3.1. The AE Design 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, AE Design Firm is to provide a detailed summary of AE Design 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 group of individuals and end-users.
- 38.4.5. Describe any process used to creatively engage the fire station staff and other stakeholder in all stages of construction.
- 38.4.6. Discuss your ability to adhere to project schedules indicating critical dates based on the information provided by MBMI and demonstrate AE Design Firm 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 that task.

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

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

38.6.1. Identify three Public Safety Building (e.g., Fire Stations, Public Safety Buildings) projects completed by the AE Design 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.
- AE Design 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.
- 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. AE Design Firms are to also list the SOR for all proposed sub-consultants by discipline.

38.7. Rational for Selection (Limit: 1 Page)

AE Design 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**

AE Design 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 Accountant (CPA).

**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 fully describe 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.

AE Design Firm must itemize the pre-construction services separate from construction services. AE Design 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 AE Design 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 AE Design Firm

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

- 46.1. AE Design Firm shall not have and shall not represent to any third party that AE Design Firm has the authority to bind the Tribe in connection with any matter for which AE Design Firm provides services to the Tribe.
- 46.2. The Tribe may direct AE Design Firm with respect to what work is to be done, and in what order, and the Tribe may provide AE Design Firm with completion dates for certain projects within the scope of work to be performed by AE Design Firm. The Tribe shall not be responsible for and may not direct the means whereby AE Design Firm performs the work, or otherwise interfere with AE Design Firm's day-to-day performance or the specific methods, tools, techniques, or procedures used by AE Design Firm to perform services.

#### 47. Conflict of Interest

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

AE Design Firm represents and warrants that all services performed by AE Design 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 AE Design 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 AE Design 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 AE Design 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, AE Design Firm shall at all times comply with all applicable tribal, federal, state, and local laws, regulations, ordinances, codes, and standards.

#### 52. Indemnification

AE Design Firm agrees to indemnify, defend, and hold the Tribe, and its employees, volunteers, and agents, harmless to the extent allowed by law against any and all loss, injury, claims, damage, or liability (including reasonable attorney fees, expenses, and costs) caused by, arising out of, or in any way connected with, activities or services performed for MBMI.

- 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

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

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

Upon return of the completed RFP for Morongo Fire Headquarters, the AE Design 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.

		Initial
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 (AE Design Firm), certify that I have received all documents listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## 56 Exhibit B – Morongo Fire Vehicles

- Type 1 Advanced Life Support (ALS) Engine, 2018
- Type 3 Brush Engine
- 100' Aerial Ladder Truck
- Reserve Type 1 ALS Engine
- Two Rapid Extraction Module Support (REMS) Vehicles
- Chief's Sports Utility Vehicle (SUV)
- Deputy Chief Support Truck
- One Utility Truck
- One Kawasaki Mule
- Three Large Utility Trailers (outdoor parking); one 24' and two 12'





MORONGO INDIAN RESERVATION, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, CALIFORNIA.

# BOUNDARY PLAT

OF GOVERNMENT LAND OFFICE TRACT 5, SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST,  
SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.

JANUARY, 2022

MORONGO REALTY DEPARTMENT, SURVEYOR'S OFFICE.

## BASIS OF BEARING

BASIS OF BEARING AND COORDINATES FOR THIS MAP IS THE MORONGO CONTROL LINE BETWEEN MORONGO CONTROL POINT [102] "ADAM" AND MORONGO CONTROL POINT [104] "TRIBAL HALL" BEING NORTH 45°52'27" WEST, AS SHOWN ON MORONGO CONTROL MAP, ON FILE WITH THE MORONGO BAND OF MISSION INDIANS REALTY DEPARTMENT, OFFICE OF THE SURVEYOR.

PT 102: "ADAM" N+225222.885 E+453177.028, A BRASS DISK SET ON TOP OF NORTHERLY RETENTION BASIN INLET CURB NORTH AND WEST OF THE MORONGO ADMINISTRATION BUILDING.

PT 104: "TRIBAL HALL" N+2251347.542 E+4535575.526 BRASS DISK SET IN ASPHALT PARKING AREA NORTHWEST CORNER OF TRIBAL HALL.

SETTINGS: US FOOT, NO PROJECTION, NO ZONE.

## SURVEYOR'S NOTES

SURVEY BASED UPON FOUND MONUMENTS AS NOTED.

- DENOTES FOUND MONUMENTED AS NOTED.
- DENOTES SET 1 INCH IRON PIPE WITH LS 54R TAG, FLUSH, UNLESS NOTED OTHERWISE.
- ( ) DENOTES RECORD DATA.
- [M] DENOTES MORONGO REALTY MONUMENT REFERENCE NUMBER ON FILE WITH THE MORONGO BAND OF MISSION INDIANS REALTY DEPARTMENT, OFFICE OF THE SURVEYOR.
- GLO DENOTES RECORD DATA PER GOVERNMENT LAND OFFICE PLAT SURVEY DATED SEPTEMBER 24, 1915.
- R1 DENOTES RECORD DATA PER HACKER SURVEY PLAT FOR ALLOTMENT 264E, DATED NOVEMBER 9, 2008 ON FILE WITH THE MORONGO BAND OF MISSION INDIANS REALTY DEPARTMENT, OFFICE OF THE SURVEYOR.
- R2 DENOTES RECORD DATA PER LOOK RECORD OF SURVEY FOR SEC. 31 - T3S, R2E, SEC. 1, 2, 12 - T3S, R1E, SEC. 8, 7, 6 - T3S, R2E, DATED MARCH 27, 2008 ON FILE WITH THE MORONGO BAND OF MISSION INDIANS REALTY DEPARTMENT, OFFICE OF THE SURVEYOR.

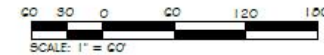
PURPOSE OF LAND SURVEY IS TO ESTABLISH THE BOUNDARY CORNERS FOR TRACT 5 LYING IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.B.M.

## SURVEYOR'S AFFIDAVIT

I, ANDREW Y. OROSCO, BEING A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, HEREBY STATE THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION.

ANDREW Y. OROSCO LS 5181  
MORONGO REALTY LAND SURVEYOR  
MORONGO BAND OF MISSION INDIANS

1/67/2022  
DATE



## 58. Exhibit D – Needs for Morongo Fire Headquarters

### Throughout Station Grounds:

- Power, including solar considerations
- Back-up power (California Air Resource Board [CARB] certified generator or solar/battery backup)
- Domestic water
- Septic
- Heating, ventilation, and air conditioning (HVAC)
- Gas utility
- Polished concrete floors
- WiFi
- Speakers for alarm codes in all spaces
- Frontier cable for all televisions (TVs)
- Water heaters located for most efficient use (i.e., in apparatus bay for extractor washer, close to bathrooms, kitchen, laundry room, etc.)
- At least (2) janitor's closets – one in the building and one in the apparatus bay
- Commercial flagpole at the front of the building
- Outdoor Light Emitting Diode (LED) lighting in all areas
- Landscaping (pepper trees may not be used on the property)
- Energy efficient windows
- Energy efficient lighting
- Solar power
- Training/conference room
- Parking for firefighters and guests
- Fire sprinklers
- Street improvements
- Signage
- Fencing/gates
- Grease interceptor
- Clarifier/truck wash area to avoid contaminated water runoff
- Surveillance system
- Perimeter fencing
- Room for ventilated Conex box
- Memorial 3 pole illuminated (state, American, and tribal flags)
- Rain sensing irrigation system
- Drought tolerant/fire resistant plant palette
- Sufficient parking for on-duty personnel to include an Electric Vehicle (EV) charging station
- Solar powered carports
- Switch controlled exterior lighting for placing engine/truck back in service
- Two light standards with electrical outlets (locations to be identified)
- Domestic water garden hose bibs on all four sides of station and apparatus bay front and rear

- Driveways, departures, and approaches to meet minimum inside/outside turning radii for tiller quint apparatus
- Washer and dryer (clean linen/personal wear)
- Linen/towel storage
- Emergency incident alerting and lighting in sleeping areas and along path of travel to apparatus bay
- Phone in Fire Department officers' rooms
- Intercom system
- Emergency Medical Services (EMS) storage room
- Ceiling fans in day room, gym, and sleeping areas
- Rubberized floor in gym
- Monitored 13R fire sprinkler system
- Dry chemical extinguisher in wall cabinets
- Interconnected smoke alarms throughout living spaces
- Flooring capable of resisting chipping, scuffing, and constant wear from lugged soles and impact
- Exterior walled electrical outlets throughout facility

#### **Offices:**

- One 3-work station office for Fire Department officer
- Watch office/radio room/public counter firefighter workstation
- Watch office public seating for two and able to accommodate an ambulance gurney
- One 4-work station office for Engineer/Firefighter-Paramedics
- Two additional workstations for Resident Assistant (RA)
- Breakroom with kitchenette
- All new millwork for offices
- Commercial doors on office spaces with solid core and metal frames
- Space for three existing horizontal filing cabinets, two with incident logs that must be kept for ten years and one with personnel files for the admin assistant office
- Office supply room
- Wall space for rope display
- TVs in all office spaces
- One office will house equipment to print vinyl logos, etc.
- The narcotics safe in the Fire Department Chief's office will be reused and must have a surveillance camera with 24-hour recording

#### **Fire Administration Offices:**

- Fire Chief office
- Meeting table to accommodate seating of four
- Deputy Chief office
- Administrative Assistance office
- EMS Coordinator office
- General conference room with seating of 8 to 10
- Kitchenette

- Chief Officer/Administrative Fire Chief (FC)
- Fire prevention
- Emergency Services Coordinator

**Multi-Purpose Room (Training, DOC, Meetings):**

- Tables and chairs for 24
- Audio Visual (AV)/Wi-Fi/floor electrical and data outlets
- Wall monitors (front, left, and right)
- One unisex bathroom (sink, toilet, and urinal)
- Whiteboards
- Refrigerator
- Wet bar (sink)
- Outlet and space for 25-50 cup coffee urn
- Sufficient storage cabinets for tables and chairs
- Backup power/solar system for fire station and multi-purpose room
- Training aid storage

**Training:**

- Four-story training facility
- Electrical power
- Natural gas
- Hydrant
- Common garden water hose bib for domestic water
- Grounds capable of supporting apparatus weights
- Perimeter fencing/vegetation treatments
- Wastewater run-off facility

**Gas House:**

- Self-Contained Breathing Apparatus (SCBA)/oxygen refilling station with area separation wall meeting federal Occupational Safety and Health Administration (OSHA)/National Fire Protection Association (NFPA) requirements
- Hazardous materials storage
- Maintenance area and work bench
- Gas powered portable equipment storage
- Portable air compressor
- Safety-Kleene parts degreaser
- Electrical sub panel
- Rooftop ventilation exhaust fan

**Station HVAC:**

- Zoned heating and Air Conditioning (AC)
- HEPA filtration
- Ultraviolet (UV) treatments or equivalent to sanitize air throughout living spaces

**Outdoors and Storage:**

- Outdoor storage shed (currently have a Tuff Shed).
- Three shipping containers used for fire training (“fire box”), obstacle course training, and equipment, as well as the wooden training structure, will need to be housed outside.
- Barbecue (BBQ) with counter, cabinet storage area with a fire pit and horseshoe game, a covered patio, and seating for 14.
- Morongo Fire Department has a restored Front-Wheel Drive (FWD) volunteer engine that the Tribe would like showcased at Fire Department Headquarters. Suggestions are requested.
- Firm will work with Fire Facilities’ steel fire training towers ([model “Deputy Chief”](#) training facility/tower) utilizing environmentally appropriate combustibles (with appropriate stair tower). Floor plan, foundation design, and contact information included in link to Exhibit E.

**Day Room:**

- Entertainment center with storage
- Reclining seating for 14
- TV and electronics in Furniture, Fixtures, and Equipment (FF&E)
- Blackout shades on the windows

**Commercial Grade Kitchen:**

- Three commercial grade refrigerators (one per shift)
- One commercial grade freezer
- One commercial dishwasher
- One commercial grade 6-burner stove with hood
- Durable countertops
- Table/island with work surface (used as prep space and dining table)
- Seating for 16
- Cabinet storage for kitchen wares
- Wet bar with filtered instant hot water/cold water, 3-pot coffee machine, 2-door undercabinet storage
- Three separate pantries (one per shift)
- TV in the kitchen
- Five-gallon chilled water dispenser (needs power)
- Coat hooks

**Radio System Equipment Location:**

- Counter for radio equipment and printer
- Storage cabinet
- Room for Safety Data Sheets (SDS) documents
- Message board and storage for markers/eraser

**Sleeping Quarters (Sound Insulated):**

- Twelve sound insulated bedrooms for 12 firefighters per shift, one Chief's quarters (with suite listed below under **bathrooms**), one Battalion Chief's quarters, and two medic patrol/squad
- Each of the 10 sound insulated bedrooms must have built in locker/closet/cabinet units and workstation (desk, chair) and wall mounted TV
- Blackout shades on the windows
- Red light capabilities with alarms

**Bathrooms:**

- One public access (sink, toilet, urinal)
- One unisex (two sinks, toilet, shower)
- One male (four sinks, two urinals, three toilets, four showerheads)
- One Chief/Battalion Chief suite on the quarters (shower, sink, toilet)

**Fire Gear Room (must be on first floor):**

- The following will be reused from Fire Station 1:
  - 12 racks
  - Two lockers
  - One horizontal filing cabinet
- Strong hanging rods for turnouts and other uniform items
- Red lockers from Fire Station 1 in the apparatus bay may relocate to the fire gear room, but it must be close to the apparatus bay

**Equipment Work Room:**

- Cabinets currently in Fire Station 1 apparatus bay will be reused
- Foam buckets will be stored in this space; needs storage rack

**Medical Supply Room:**

- Storage units for supplies
- Oxygen tanks and refill equipment will be in this space. Tanks to be secured (horizontal storage racks or upright with chains) to avoid tipping.
- Company drops off/picks up tanks so they will need easy access to get this equipment off the truck and into this space.
- Narcotics safe with 24/7 surveillance

**Apparatus Bay:**

- Four bays with three two-bays deep and being drive-thru. The non-drive-thru bay will be a display bay for the FWD.
- Exhaust considerations to include exhaust capture systems like the plymovent which is the industry standard with an apparatus bay. [PlymoVent linked here](https://www.plymovent.com/us/vehicle-exhaust-extraction/segments/fire-and-emergency-service-stations) for reference (<https://www.plymovent.com/us/vehicle-exhaust-extraction/segments/fire-and-emergency-service-stations>).



- Air and power connections at each parking bay. KME Engine 1 needs 220 and the other bays need 110. Shore power ceiling drops for apparatus.
- Parking mats for each bay (moveable parking mats are preferred to stationary parking curbs).
- Department of Homeland Security (DHS) locker will be reused and must be in apparatus bay.
- BAUER Compressor will be reused and requires 220. Must be located next to SCBA storage rack (also reused).
- Extractor washer and dryer will be reused and located in the apparatus bay.
- Deep sink (with eye wash station) and counter space. Current Waxed station will be reused.
- Paper towel dispenser.
- Ice machine will be reused from Fire Station 1.
- Janitor's closet.
- Air compressor will be reused; must be bolted down. This feeds overhead air and will service six bays.
- Hose rack for drying and hose storage rack for storage.
- Flammable liquid storage cabinet will be reused.
- Combination refrigerator/freezer will be reused.
- Five-gallon bottled water storage racks will be reused.
- Current gym equipment will be relocated to one of the bays with appropriate removable flooring, a drinking fountain/bottle filler, and a cleaning supply cabinet located nearby.
- Fire hydrant with bollards must be located close to the apparatus bay for filling equipment.
- Cooling and heating.
- Ceiling natural lighting.
- Mezzanine storage.
- Exhaust capture and removal system.
- Air compressor hose drops.
- Basic Life Support (BLS) supply storage.
- Steel deep basin sink.
- Engineer supply closet and tool storage cabinet.
- Engineer work bench.
- Hydration/ration/emergency water supply area.
- Clean room for Personal Protection Equipment (PPE) lockers.
- Extractor/Dryer (PPE).
- Washer and dryer (non-personal laundry items).
- Sealed apparatus bay floor easily maintained and resistant to solvents, oil, grease, and slippage from apparatus, driving, departing, and walking.
- Apparatus bay floor capable of supporting apparatus weights.
- Horizontally opening and closing apparatus doors.
- Automatic doors for parking bays; advantages to and difference between each of the following:
  - Four-fold side doors at 24" per second.
  - Overhead roll-up doors at 8-12" per second.



**Apparatus Storage:**

- Two engines
- Two 101' aerial quint
- Two brush
- Two REMS
- One utility/squad
- One Bureau of Land Management (BLM) Type III
- Two Ras
- One RA Reserve
- One Urban Search and Rescue (USAR)
- One Chief Officer/Administrative SUV

**Apparatus Parking:**

- E1 and Reserve Type 1
- Truck 1 and Reserve Truck
- Brush and Reserve Type III
- Two REMS
- One Utility
- Two Ambulances and one Reserve
- Medic Patrol (MP)/Squad
- USAR
- One Chief Officer/Administrative FC
- Outdoor covered parking
- Fire Chief SUV
- Deputy Chief SUV
- EMS Coordinator SUV
- Administrative Assistant
- Fire Prevention Inspector Pick Up truck (PU)
- Emergency Services Coordinator PU
- Daily staffing
- Four Trucks (24/7)
- Four Engines (24/7)
- Brush (3/4) staffing patterns (24/7)
- Four Fire Administration
- Two RA 1 (24/7)
- Two RA 2 (24/7)
- One Chief Officer/Administrative FC (24/7)
- Two MP/Squad (24/7)

**Bureau of Land Management (BLM) Equipment:**

- BLM will remain at current location.

**Laundry Room:**

- New washer and dryer (Energy Star).
- Storage for supplies with countertop for folding.
- Hanging rod.

**Lobby:**

- Display case or acrylic wall mounted display for some historical equipment.
- Storage for items for sale (t-shirts, mugs, etc.).
- Seating area for at least two chairs.

**Headquarter Design Apparatus:**

- E1 and Reserve Type 1
- Utility
- Type 1 Ambulance
- Chief Officer SUV
- Reserve Type 3
- Outdoor covered parking
- Administrative Assistant Personal Vehicle (POV)
- Deputy Fire Chief (PU/SUV)
- EMS Coordinator (PU/SUV)
- Emergency Services Coordinator (PU/SUV)

**Daily Operations Staffing:**

- Four Engines
- Two Medic ambulances

**Administrative Staffing:**

- One Fire Chief
- One Deputy Chief
- One EMS Coordinator
- One Administrative Captain
- One Administrative Assistant

**Minimum Sleeping Accommodation:**

- Twelve Fire/EMS personnel

**Bathrooms/Showers:**

- One public access (sink/toilet/urinal)
- One unisex (two sinks, one toilet, one shower)
- One male (two sinks, two urinals, two toilets, three showers)
- Dining
- Table and seating to accommodate 10
- Covered outdoor patio/BBQ seating for six

**Commercial Kitchen:**

- Three stainless steel commercial refrigerators
- One commercial freezer
- One kitchen island with undercounter cabinets
- Countertops/backsplash will resist stains, chips, cuts, chips, bacteria
- Commercial grade dishwasher, high temp/sanitize
- Three 2-door full wall height pantry with interior organizer
- Sufficient cabinetry to store kitchen wares

- Zoned recessed lighting

## **Offices**

### **Fire Chief Office:**

- L-shape desk with drawers and overhead bins
- Conference table with seating for four
- Two 36' 2-drawer lateral file cabinets
- Wall mount for TV/media
- Ceiling mounted speaker with wall mount volume
- Exterior wall windows

### **Deputy Fire Chief Office:**

- L-shape desk with drawers and overhead bins
- Conference table with seating for four
- Two 36' 2-drawer lateral file cabinets
- Wall mount for TV/media
- Ceiling mounted speaker with wall mount volume
- Exterior wall windows

### **Administrative Battalion Chief (BC)/Administrative Captain:**

- Office, bedroom, bathroom suite
- One desk workstation with overhead bins
- 36' 2-drawer lateral file cabinets
- Wall mount TV/media
- Ceiling mounted speaker for alerting/monitoring
- Bedroom with clothing lockers and two internal drawers
- Seating desk/combo
- Adjacent bathroom, one toilet, one sink, one shower

### **Administrative Assistant:**

- One desk workstation
- 36' 2-drawer lateral fire cabinets
- Wall mount TV/media
- Drawers, seating desk/combo
- Ceiling mounted speaker for alerting/monitoring

### **EMS Coordinator:**

- One desk workstation
- 36' 2-drawer lateral fire cabinets
- Wall mount TV/media
- Drawers, seating desk/combo

## **Watch Office**

### **Company Officer:**

- Three separate workstations
- TV wall mount
- Three separate 2- drawer lateral file cabinets located under work surface

- Three separate overhead storage bins
- Audio speaker for communication wall mount
- Volume controls
- Watch Office
- Public counter area
- Single workstation and cabinetry
- Public seating for two
- Sufficient room in public area for ambulance gurney
- Ventilated base radio/portable radio cabinet
- Public area separated by counter space/swing gate
- Engineer/Firefighter/MA Office
- Three workstations with 2-drawer lateral file cabinets
- Three overhead cabinet bins
- Audio speakers to monitor base radio
- Wall mounted volume control

**Medical Supply Room:**

- Storage units for supplies.
- Oxygen tanks and refill equipment will be in this space.
- Company drops off/picks up tanks so they will need easy access to get this equipment off the truck and into this space.
- Narcotics safe with 24/7 surveillance.

**Multi-Purpose Room Training, Department Operations Center (DOC), Meeting:**

- Table and chairs for 24
- AV/WiFi/ floor electrical and data outlets
- Wall monitors (front, left and right)
- One unisex bathroom (sink, toilet, and urinal)
- Whiteboards
- Refrigerator
- Wet bar (sink)
- Outlet and space for 25-50 cup coffee urn
- Sufficient storage cabinets for table and chairs
- Backup power/solar system for fire station and multi-purpose room
- Training aid storage

## 59. Exhibit F- MBMI 2022 Tribal Historic Preservation Office (THPO) Tribal Monitoring Services Agreement

### Morongo Tribal Historic Preservation Office Tribal Monitoring Services Agreement

This Tribal Monitoring Services Agreement ("Agreement") Click or tap to enter a date.is entered into and effective as of \_\_\_\_\_, by and between the Tribal Historic Preservation Office ("Consultant"), a department of the Morongo Band of Mission Indians, a federally recognized Indian tribe ("Tribe"), and \_\_\_\_\_ ("Client"). The Consultant and Client shall be referred to in the singular as a "Party" and collectively as the "Parties."

1. **TERM:** The term of the Agreement is from \_\_\_\_\_ to \_\_\_\_\_, unless terminated in accordance with Section 4. The Agreement may be extended only by mutual written agreement of the Parties.
2. **SCOPE OF WORK:** This Agreement anticipates the performance of professional services as described in the attached Scope of Work at Exhibit 1 and the Map of Project Area of Potential Effect (APE) at Exhibit 2 (collectively, the "Work" or "Services").
3. **PAYMENT AND BILLING:**
  - 3.1. As compensation for the Services to be performed by Consultant, Client will pay Consultant in accordance with the rates set forth in Exhibit 1. Reimbursement for all reasonable and documented mileage expenses will be at the current federal standard mileage rate. Client shall not be liable for any other expenses or costs incurred by Consultant unless approved by Client in writing. Invoices submitted by Consultant will state the amount owed, describe the Services rendered during the invoice period, including hours and dates of performance, identify reasonable mileage expenses, and provided available documentation of the same.
  - 3.2. Client will pay Consultant for any "show up" time as described in Section 4. All hours billed for "show up" time shall be paid at the rates set forth in Exhibit 1.
  - 3.3. Client will pay Consultant within thirty (30) calendar days following Client's receipt of payment for the Services provided by the Consultant. Failure by Client to make timely payments in full will subject Client to a penalty of Ten Percent (10%) interest per annum on outstanding sums until payment in full is received.
4. **COORDINATION BY CLIENT:** Client shall be the administrator of all Services as provided for under this Agreement and shall facilitate the manner, sequence, and timing of all services and the exchange of information. The Parties shall fully cooperate with each other to facilitate the timely and proper completion of the Services, including the coordination of construction activities and scheduling on a weekly basis.
  - 4.1. Client shall notify Consultant of any changes to construction schedules no less than Forty-Eight (48) hours prior to the next scheduled workday's start time.
  - 4.2. Failure of Client to notify Consultant within this timeframe will result in the automatic billing of 4 hours of "show up" time as referenced in Section 3.2 of this Agreement.

- 4.3. Except as otherwise designated by Client, Consultant shall have no obligation to communicate regarding this Agreement with any party other than Client. The Tribe and the \_\_\_\_\_ (“lead agency”) have a separate and distinct government-to-government relationship which does not involve Client. To that extent, nothing in this Agreement shall inhibit or impede upon the Tribe’s communications with the lead agency in that capacity.
5. **TERMINATION:** Consultant may terminate this Agreement for its convenience at any time and for any reason upon giving Client written notice of termination. Consultant shall be paid consistent with Section 3.3 for those Services completed through the date of receipt of the notice of termination.
6. **CONSULTANT’S DUTIES:** In addition to other obligations under this Agreement, Consultant and Client shall have the following duties and obligations in performing the Services:
- 6.1. The Parties shall take reasonable precautions for the job site safety of their respective agents, contractors, and employees.
- 6.2. If requested by Consultant, Client shall promptly provide such information as may be reasonably necessary for Consultant to adequately complete the services and respond to questions, claims, disputes, and other matters related to work under this Agreement.
- 6.3. The Parties shall comply with any Cultural Resources Monitoring and Mitigation Plan (CRMMP) that is applicable to this Agreement.
7. **COMPLIANCE WITH LAWS:** The Parties 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.
8. **DISCOVERY OF HUMAN REMAINS.** California state law may apply, and the Parties 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.
9. **CULTURAL ITEMS.** The release of any cultural items and artifacts encountered during the Services will be negotiated on an item-by-item basis.
10. **PERFORMANCE OF STANDARDS:** All of the services shall be performed by agents of Consultant who are experienced and skilled in their profession and in accordance with the standards of care in their professions. Consultant’s findings, recommendations, and professional advice shall be based on the best practices and procedures customary in its profession.
11. **INSURANCE:**
- 11.1. The Parties represent that the Tribal Cultural Resources Monitor (the “Monitor”) retained to provide cultural resources monitoring services in connection with the Services, as a pre-condition to providing such services, is required to maintain, and present proof of, occurrence-based general liability insurance with limits of at least One Million Dollars (\$1,000,000) covering claims arising from the Monitor’s acts or omissions and naming Client as an additional insured.
- 11.2. Insurance shall be maintained with companies authorized to do business in the State of California and rated A- or better by the A.M. Best Company, with deductibles per occurrence or claim of not greater than One Hundred Thousand Dollars (\$100,000) or an amount reasonably acceptable to Client.
12. **CONFIDENTIALITY:** All information not previously or publicly known regarding Services under this Agreement shall be kept strictly confidential by Consultant. Consultant will take appropriate measures

with individuals who will be exposed to or have access to such information to ensure that these confidentiality requirements are understood.

- 13. INDEMNIFICATION:** The Parties will mutually hold harmless and indemnify each other against any and all claims, lawsuits, actions, liabilities, losses, injuries, damages, and costs, including reasonable attorney fees and court costs, that may be incurred by the Parties as a result of any negligent act or omission by the Parties, their respective owners, agents, and employees from all losses (including reasonable attorneys' fees, expenses, and costs), damages, and injuries resulting from the Parties' negligence. Parties shall not be responsible for any consequential or incidental damages unless they arise from the gross negligence or willful misconduct of the Parties, their respective owners, agents, and employees.

**14. GENERAL PROVISIONS:**

- 14.1. Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid.
- 14.2. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law provisions, and any applicable federal or tribal law. Venue shall be in the county of the Client's location as designated on the first page of Exhibit #2.
- 14.3. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter herein, and supersedes all prior covenants, quotations, documents, correspondence, and discussions, whether oral or written, pertaining to such subject matter.
- 14.4. Assignment.** Neither of the Parties may assign this Agreement.
- 14.5. Agreement Amendments.** No amendments, changes, or edits to this Agreement, including the attached Exhibit 1, will be effective unless in writing and signed by both of the Parties.
- 14.6. Legal Counsel Consultation.** Each party has been advised to seek legal representation with reference to this Agreement. The Parties have had the opportunity to seek legal counsel with reference to this Agreement and waive any defense based on the contention that the Parties did not understand the content or meaning of this Agreement, or that the terms of this Agreement should be interpreted in favor of a party that did not draft this Agreement.
- 14.7. Waiver.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving such waiver, and only in the specific instance and for the specific purpose for which it has been given. No waiver of any of the provisions of this Agreement shall constitute a continuing waiver or a waiver of any other provision (whether or not similar). No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right.
- 14.8. Invalidity.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
- 14.9. Binding on Successors.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
- 14.10. Authority of Signing Individual.** The persons signing on behalf of their respective Parties warrant their authority to commit that party to the terms and conditions of this Agreement.
- 14.11. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of the Tribe's sovereign immunity.

[Signatures appear on the following page.]



**CLIENT**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT (Tribal Historic Preservation Office)**

Morongo Band of Mission Indians

\_\_\_\_\_  
Authorized Representative Signature

By: Ann Brierty \_\_\_\_\_

Title: Tribal Historic Preservation Officer (THPO) \_\_\_\_\_

Date: \_\_\_\_\_

**TRIBE**

Morongo Band of Mission Indians

\_\_\_\_\_  
Authorized Representative Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1 - SCOPE OF WORK

<b>Consultant:</b>	Tribal Historic Preservation Office		
<b>Consultant Representative:</b>	Ann Brierty	Phone:	951-755-5259
<b>Scope of Work Dated:</b>	<a href="#">Click here to enter a date.</a>		

This form is provided to document your written authorization to proceed with the scope of work described below under the terms of attached Tribal Monitoring Services Agreement.

<b>Project Name:</b>			
<b>MBMI Project No.:</b>			
<b>Client Name:</b>			
<b>Client Representative:</b>			
<b>SCOPE OF WORK/SCHEDULE (attach additional sheets if necessary)</b>			
<p>CONSULTANT shall provide Native American monitor(s) for _____ 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. CLIENT will pay the Morongo Band of Mission Indians at the rates defined below.</p>			
	Native American Monitoring	\$ 126.00	hourly rate (per monitor)
	Overtime	\$ 189.00	hourly rate (per monitor)
	Per Diem	\$ TBD	per day (per monitor)
	Mileage	prevailing federal rate (currently \$ _0.585 per mile)	

<b>Authorized Client Representative Signature:</b>			
<b>Name and Title:</b>		<b>Date:</b>	
<b>MBMI Tribal Historic Preservation Officer Signature:</b>			
<b>Name and Title:</b>	Ann Brierty, THPO	<b>Date:</b>	

EXHIBIT 2: MAP OF PROJECT “APE” (AREA OF POTENTIAL EFFECT)