



Morongo Band of Mission Indians

MBMI Sports Field Park

Request for Proposals

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INTRODUCTION

1. Introduction

The Morongo Band of Mission Indians (MBMI), a federally recognized sovereign Indian Tribe, is seeking proposals from a Commercial Architect/ Engineer to assist MBMI in the design and engineering of a Sports Field Park at the current Morongo Rodeo Grounds, located at 11555 Cottonwood Road, in Banning, CA.

This RFP describes the Project, the required Scope of Work and Services, the Design-Engineer selection process, the minimum information that shall be included in the Proposal for this Project, and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.

This is the MBMI solicitation process to acquire Design and Engineering services for a Sports Field Park and to assist MBMI in the RFP process to provide construction services for construction of the Sports Field Park.

Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by The Morongo Band of Mission Indians (MBMI), within the time specified in the Proposal.

2. Background and Project Description

The MBMI Reservation is in the San Gorgonio Pass area in Riverside County, California, between the San Gorgonio 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.

The current sports fields are located adjacent to the Morongo Rodeo Grounds, at the corners of Foothill and Cottonwood Rd on the Morongo Reservation. The current Sports Fields offer two 50' x 70' Medium Fields, covered spectator seating, and a snack bar.

The project elements include Design Drawings, Project Specifications, Permits, Americans with Disabilities Act [ADA], Title 24 of the California Code of Regulations [Title 24], MEP contractor coordination and supervision.

3. Critical Dates

Submittal Due Date: It is mandatory that (1) one hard copy and (1) one electronic copy of the response to this RFP be provided in **SEALED envelope no later than March 24, 2023, at 4:00 pm**, and should be emailed to: 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, Construction Services Director

Submissions received after the deadline will be returned to Proposer. Please note that only one submission is allowed from each Proposer.

IMPORTANT DATES

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

EVENT	DATE, TIME
Release of RFP	February 24, 2023
Pre- Submittal Conference and Site Visit	March 10, 2023
Deadline for Questions	March 17, 2023
RFP Submission Due Date and Time	March 24, 2023
Selection of Firm	March 31, 2023

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 Friday March 10, 2023, at 10:00 a.m., at 11555 Cottonwood Road, in Banning, CA 92220.

To pre-register for the conference, interested firms must complete the linked [Interested Parties Form](#) or by the following QR Code not later than March 9, 2023 at 5pm.



The Pre-Proposal Site Visit is scheduled as follows:

Time: 10:00 AM – 12:00 PM

Date: March 10, 2023

Location: 11555 Cottonwood Road, in Banning, CA.

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

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 Sports Field Parks 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 Sports Field Parks 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, schematics, design development, construction drawings, and technical specifications.
- Minimum of three scoping meetings with Owner to ensure appropriate Tribal input.
- Assist with construction bidding preparation and RFP for construction development.
- Construction contract administration.
- On-site project representation (monthly or as directed by MBMI).
- RFI (Request for Information) response throughout project life cycle including during the bidding process.
- Schedule evaluation and monitoring.
- Submittal review and approval.
- Land survey services (if necessary).
- Geotechnical services.
- Coordination with MBMI supplied data.
- Schematic design; one preliminary drawing and two alternates.
- Complete architectural and structural design.
- Mechanical, electrical, and plumbing design.
- Landscaping design.
- Sprinkler design (performance specification).
- Develop, monitor, and resolve all punch list items to the satisfaction of MBMI.

7. Meetings

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

8. Project Administration

The 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, 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 MBMI review, comment, and final approval.

Presentation plans and exterior views of the proposed design 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 Morongo Tribe, 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. The AE Design Firm may be 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 equipment.
- Code required signage system (interior)
- Civil engineering survey and proposed building locations

The Design Firm shall attend at least three 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
- 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 the 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 with 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 shall assist the MBMI in making the 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 with 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.

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.

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 agenda. 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 a 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 an 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 are agreed upon.

21. Change Orders and Change Directives

The AE Design Firm shall review and provide recommendations 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 the 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 recommendations 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 March 24, 2023, at 5:00 p.m., and should be emailed to: **RFPResponse@morongo-nsn.gov**.

Responses received after March 24, 2023, at 5:00 p.m., 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 linked [MBMI Sports Field Park A/E Questions](#) 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**.

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 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 responses 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 D** 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 through January (outside of nesting season). Site clearance by Morongo Environmental and/or US FWS will be required prior to construction. The presence of sensitive species may delay construction and species-specific mitigation measures may be required for the project. At the time of bidding, MBMI will work with AE Design Firm should such mitigation measures be required.
- 33.3. The project will be subject to federal and tribal environmental regulations including the Resources Conservation and Recovery Act, Endangered Species 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 preparation and implementation of a SWPPP.
 - 33.3.2 Project will occur in an area known for significant stormwater runoff and flooding. Final design must incorporate on-site, post-construction stormwater management.
 - 33.3.3 Hazardous materials utilized during construction will be stored in a manner to prevent environmental contamination and properly disposed of post-construction.
- 33.4 If necessary, a demolition plan of existing structures shall include investigations for asbestos and lead, requirements for proper removal and disposal of hazardous materials, and requirements to recycle C&D waste. All hazardous waste shall be properly stored and transported for disposal upon completion of the project.

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 buildings, roads, pedestrians, all businesses, 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:

- 38.1.2. Legal name of firm.
- 38.1.3. Address.
- 38.1.4. Telephone and fax.
- 38.1.5. State whether the firm is local, national, or international.
- 38.1.6. Website URL (if applicable).
- 38.1.7. Type of firm (individual, corporation, etc.).
- 38.1.8. Provide a brief description of your firm and the number of years in business.
- 38.1.9. Number of employees located in Southern California counties (Riverside, San Diego, Orange, Los Angeles, San Bernardino, etc.).
- 38.1.10. Number of employees (licensed professionals, technical support, etc.).
- 38.1.11. Date firm was established.
- 38.1.12. State of California business license number.
- 38.1.13. Tax identification number.
- 38.1.14. Current license information, including number and expiration date (if applicable). All licenses must be issued from California.
- 38.1.15. Number of current projects and current workload.
- 38.1.16. 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 groups of individuals and end-users.

38.4.5. Describe any process used to creatively engage the MBMI staff and other stakeholders 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 a 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)

38.5.1. Identify three high use athletic facilities and sports field 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.

38.5.1.1. Name of Project

38.5.1.2. Complete client information

38.5.1.3. AE Design Firm's role

38.5.1.4. Images of exterior, interior, and details most relevant to this project

38.5.1.5. Location and program description, including gross square feet and height, of systems including structural; mechanical, electrical, and plumbing (MEP); special features and special elements.

38.5.1.6. Sustainable building strategies employed (e.g., solar, recycled materials, no Volatile Organic Compounds [VOCs]).

38.5.1.7. Budget: original budget, budget changes, and final cost

38.5.1.8. Schedule: design start and completion, and construction start and completion

38.5.1.9. 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 also to 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 affect 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.

The 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>.

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

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

Upon return of the completed RFP for Morongo Sports Field Park, 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

Exhibit B – Morongo Rodeo Ground Map



Exhibit C – Needs for Morongo Sports Field Park

56. Exhibit C – Needs for Morongo Sports Field Park

Throughout grounds:

- Power, including solar considerations
- Domestic Water
- Septic/ Sewer
- Outdoor Light Emitting Diode (LED) lighting in all areas
- Landscaping
- Parking for teams and guests
- Fencing/gates
- Centrally located restrooms
- Storage facilities (Sheds)

Snack Bar:

- Heating, ventilation, and air conditioning (HVAC)
- Gas utility
- Commercial Kitchen
 - Stainless steel commercial refrigerator
 - One commercial freezer
 - One kitchen island with undercounter cabinets
 - Countertops/backsplash will resist stains, chips, cuts, chips, bacteria
 - Commercial grade dishwasher, high temp/sanitize
 - 2-door full wall height pantry with interior organizer
 - Sufficient cabinetry to store kitchen wares

Exhibit D – MBMI 2022 Tribal Historic Preservation Office (THPO) Tribal Monitoring Services Agreement

57. Exhibit E- 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”) 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 provide 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 the 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

Consultant:	Tribal Historic Preservation Office		
Consultant Representative:	Ann Brierty	Phone:	951-755-5259
Scope of Work Dated:	Click here to enter a date.		

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.

Project Name:	
MBMI Project No.:	
Client Name:	
Client Representative:	
SCOPE OF WORK/SCHEDULE (attach additional sheets if necessary)	
<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 \$_.585 per mile)

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