

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

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## Title: Golf Cart Path/Bridge/Culvert Repair

Location: Morongo Golf Club at Tukwet Canyon

### I. Introduction and Purpose

The Morongo Band of Mission Indians (“MBMI”) is the owner/operator of the Morongo Golf Club at Tukwet Canyon in Beaumont, California. MBMI is soliciting proposals from qualified and responsive firms to provide professional engineering services related to the repair and/or replacement of a concrete golf cart path/bridge/culvert, utilized by golf carts and pedestrians, on the Legends course at hole number two (the Project) that was severely damaged during a rain storm in February, 2019.

### II. Background and Project Description

Morongo Golf Club at Tukwet Canyon (“Tukwet”) is located south of the Interstate 10 Freeway at 36211 Champions Drive in the City of Beaumont. There are two separate golf courses, one named Legends and the other named Champions, on the Tukwet grounds. Each course has a paved golf cart path that runs along the length of the entire course, beginning and ending near the Tukwet clubhouse. Because of the terrain, those golf cart paths have to go over a number of naturally occurring, intermittent waterways. In February 2019, the path on the Legends course was severely damaged where it goes over one of those waterways, and MBMI intends to replace the existing path in that area with a re-engineered path designed to withstand future rainstorms.

The designs, construction documents and bidding services shall be completed and managed by licensed architect or engineer in the State of California.

MBMI requires that all components of the responsive bids to this RFP be included in submitted bids, but if a bidder envisions an alternate approach it may be considered.

**III. Scope of Work** - The successful bidder (“Contractor”) shall be responsible for providing the following:

1. Demolition Plan for removal of the damaged structure, including existing culverts.
2. Precise Grading Plan.
3. Architectural Site Plans with the existing ADA path of travel identified.
4. Engineered structure or pre-manufactured bridge.
5. Embankment details (rip-raps) and designs sufficient to prevent future soil erosion or damage from backflow.
6. Footing Details.
7. Construction Drawings and Specifications.
8. Project and Construction Management and Coordination.
9. Project Schedule

10. Coordination with the City of Beaumont regarding inspections.
11. Coordination with, and obtaining permits from, all applicable permitting/approval agencies, including the City of Beaumont.

The Contractor must provide detailed engineering drawing and calculations for designs of the golf cart path/bridge/culvert, regardless if pre-engineered. Contract price must include, at a minimum, all items listed above. It is anticipated these requirements will entail coordination efforts by the bidder/vendor and should include such costs in their proposed contract price. Contractor has the option to include as part of its proposal the re-use of demolished portions of the existing structure that is to be replaced.

The finished product must be wide enough to allow two (2) standard golf carts to pass safely, free and clear without any obstructions. It also must have at least 12” high curb guides to prevent any golf cart from driving off structure. Each side of structure shall have a forty-two (42) inch guard rail.

Estimated width and length of structure is 12 feet by 40 feet. However, a larger structure is allowable if necessary to meet the engineering needs of the project. All materials shall conform to all applicable codes.

As required by all federal, state and local jurisdictions and all applicable federal, state or local law and regulation, all elements of the Project shall promote a safe working environment and compliance with all State and Federal OSHA requirements.

### **Other Considerations**

Project must be designed to prevent injury to personnel and to prevent property damage to the golf cart path/bridge/culvert, golf carts, pedestrians, all business and customer/personal property. Extreme weather considerations must be considered.

Due to location of project site, successful bidder must coordinate mobilization and laydown area with MBMI’s Environmental Department and to minimize disturbance to Tukwet staff and guests. Inclusive, but not limited to delivery of materials and equipment.

Access roads are limited and will necessitate coordination with MBMI’s Environmental staff to avoid damage to surrounding environment, flora and fauna. All proposed access paths shall be approved prior to commencement of construction.

Contractor must carry a line item allowance for damage caused to existing sidewalks, golf course fairways/greens, or any other collateral damage.

Contractor must coordinate construction activities with Tukwet management staff to insure activities do not hinder or conflict with any organized events scheduled. In addition, Contractor must clearly delineate and secure construction zone to prohibit any vehicles/pedestrians to enter construction zone.

Construction zone shall be properly identified and delineated 24 hours a day, especially during any trenching activities. If any equipment is to be mobilize on-site for any duration, Contractor must identify site/area and take any and all steps to insure oil, gas, or any containments do not pollute any immediately soil below or surrounding soil. All soiled material shall be removed at Contractor's cost.

### **Legal/Process/Policy**

By responding to this RFP, bidders are preemptively agreeing to some terms of a future contract if they become the Contractor. The following clauses are standard for all MBMI Services Agreements. All references in the following to “the Tribe” shall be deemed to be references to MBMI:

1. **Independent Contractor.** Contractor shall at all times remain an independent contractor and not an employee of the Tribe.
  - a) Contractor shall not have, and shall not represent to any third party that Contractor has, the authority to bind the Tribe in connection with any matter for which Contractor provides services to the Tribe under this Agreement.
  - b) The Tribe may direct Contractor with respect to what work is to be done and in what order and the Tribe may provide Contractor with completion dates for certain projects within the scope of work to be performed by Contractor, but the Tribe shall not be responsible for, and may not, direct the means whereby Contractor performs the work or otherwise interfere with Contractor's day-to-day performance or the specific methods, tools, techniques or procedures used by Contractor to perform services pursuant to this Agreement.
2. **Conflicts of Interest.** Contractor shall take reasonable steps to avoid any conflict of interest between Contractor's performance of services pursuant to this Agreement and Contractor's performance of services for any other client of Contractor. In the event Contractor becomes aware of any such conflict of interest or the potential for such a conflict of interest, Contractor 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 Contractor.
3. **Ownership of Work Product.** All work product, 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 Contractor or any employee(s) or agent(s) of Contractor in the course of performance of services pursuant to this Agreement, 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, Contractor shall be deemed to have an unpaid, non-exclusive license to use such work product for the purpose of performing services pursuant to this Agreement.
4. **Insurance.** Contractor shall maintain, at Contractor's sole cost and expense, appropriate automobile, medical, disability and general liability insurance according to the requirements of law. Contractor acknowledges and agrees that he will not qualify for any

benefit or consideration through the Tribe's Worker's Compensation Insurance program, under any circumstances.

5. **Warranty.** Contractor represents and warrants that all services performed by Contractor pursuant to this Agreement 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 Contractor performs services pursuant to this Agreement.
6. **Termination.**
  - a) **Termination for Convenience.** Notwithstanding any other provision of this Agreement, the Tribe may terminate this Agreement at any time upon thirty (30) days' written notice, and Contractor may terminate this Agreement at any time upon sixty (60) days' written notice. In the event either party terminates this Agreement for convenience, the Tribe agrees to pay, within thirty (30) days of termination, for all services performed by Contractor pursuant to this Agreement up to the date of termination.
  - b) **Termination for Breach.** Either party may terminate this agreement upon ten (10) days' written notice in the event of a breach by the other party that is not cured within that ten (10) day period.
  - c) **Effect of Termination on Claims.** Any termination of this Agreement shall be without prejudice to any claim that either party may have against the other.
7. **Compliance with Laws and Regulations.** When performing services pursuant to this Agreement, Contractor shall at all times comply with all applicable Tribal, federal, state and local laws, regulations, ordinances, codes and standards.
8. **Indemnification.** Contractor 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 under this Agreement.
  - a) Both parties agree to give the other immediate notice of any claim, action or suit in any way connected with activities under this agreement.
  - b) Both parties agree to maintain insurance coverage during the course of this agreement.
9. **Confidentiality.** Contractor agrees and acknowledges that the Non-Disclosure Agreement is hereby incorporated as part of the Contractor Agreement.

**10. Miscellaneous Terms.**

- a) Governing Law. This Agreement shall be governed by (and thus interpreted in accordance with) the laws and ordinances of Tribe. In the event there is no applicable law or ordinance of the Tribe, then this Agreement shall be governed by federal law, and in the event no federal law is applicable then this Agreement shall be governed by the laws of the State of California.
- b) Venue. The parties agree that any dispute or claim arising from this agreement 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>.

**IV. Desired Qualifications**

1. Qualified firms must have a record of OSHA and EPA compliance.
2. Qualified firms must have familiarity with the federal Resource Conservation Recovery Act (RCRA).
3. Qualified firms must have been operating in substantially the same form and scope of business for more than 10 years, and have references for the most recent 5 years for construction of bridge/culvert structures.
4. Qualified firms must be licensed in California and primary office location must be listed.
5. Have thorough knowledge of environmental permits, Army Corporation of Engineers and the Department of Fish and Game processes and procedures, ADA requirements and any additional requirements of building a golf cart path/bridge/culvert of this nature.
6. Minimum of ten (10) years, combined amongst the key individuals, of experience in the field of pre-engineered bridge structures or bridge/culvert structures, engineering and construction as well as the proposed team's experience working together.
7. All bids must include process for delivering the project including, but not limited to, planning phase, schematic design phase, design permitting services, and construction services.
8. Supply appropriate references for all qualifications cited above and current professional resumes of all key individuals proposed to provide services to MBMI.

**V. Proposal Requirements and Submittal Process**

**Clarifications, Exceptions or Deviations:** All bidders shall describe any exception or deviation from the requirements of the 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 in this section.

Contractor will have ten (10) days to produce the required insurances, including a certified endorsement naming MBMI as an additional insured.

Do not purchase additional insurance until this bid has been awarded.

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

**Cost Proposal:** Cost proposal must fully describe all costs and charges to MBMI for completion of the project. Bidders must provide fully inclusive blended rates which are inclusive of all the

bidder's project-related or supported expenses. Bidders may also include additional documents to further display the proposed costs.

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 the selected Contractor.

**MBMI Contact Information:** Please send all questions regarding the RFP via email at [RFPPResponse@morongo-nsn.gov](mailto:RFPPResponse@morongo-nsn.gov).

**Schedule of Events:**

Issue of the RFP	April 30, 2019
Question/Clarification Period	April 30 – <del>May 15, 2019</del> <b>May 21, 2019</b>
Mandatory On-Site Meeting	May 8, 2019 at 1:00 pm The meeting will start at the Morongo Golf Club at Tukwet Canyon clubhouse at 36211 Champions Drive, Beaumont, CA 92223 then proceed to the site locations.
Questions Answered	No Later Than <del>May 17, 2019</del> <b>May 24, 2019</b>
Proposals Due	<del>May 28, 2019 at 10:00 am</del> <b>June 4, 2019 at 10:00 am</b>
Bid Award	To Be Determined

**Submission Deadline and Submittal Location:** All proposals are due not later than 10:00 am **June 4, 2019** on ~~May 28, 2019~~ and should be emailed to: [RFPPResponse@morongo-nsn.gov](mailto:RFPPResponse@morongo-nsn.gov). A sealed envelope containing three (3) hard copies of the proposal and two (2) thumb drives each with an electronic copy of the proposal must be received by that time at the Morongo Administration Building at 12700 Pumarra Road, Banning, CA 92220:

Morongo Band of Mission Indians  
Attention: Titu Asghar -- Tukwet RFP  
12700 Pumarra Road  
Banning, CA 92220

**Attachments:**

Exhibit A: Location Map

Exhibit B: Photos of Damaged Golf Cart Path/Bridge/Culvert

# Exhibit A



## Exhibit B

