

Del Norte County Request for Architectural/Engineering Services, Pyke Field Sports Complex – August 21, 2024

Background

Del Norte County desires to design and construct improvements to the County's Pyke Field Sports Complex located in Crescent City. The Pyke Field Sports Complex is used for a variety of recreation-based community purposes with the main uses being youth baseball and adult softball. This project aims to improve:

- Playing field drainage.
- Replacement of existing lighting.
- Development of an ADA accessible pathway between fields and parking areas.

In order to have **approved** federal funds obligated and provided to the County for these improvements a federal application is required to be developed and submitted to the United States Department of Housing and Urban Development (HUD). Assistance is needed in the development of application materials. Additionally, the County requires professional assistance in developing an overall budget for this project in order to provide additional funding needed for project implementation through the County's budget resources.

Deliverables and Services

Project formulation materials necessary to support a federal application including:

- Preliminary project design.
- Opinion of probable cost.
- Assistance with a draft federal application and any necessary environmental review (NEPA), as needed.

These deliverables are desired to be **completed within 9-months of the date of issuance** of a contract, tentatively about July 2025.

Instructions

- Please submit a simple letter of interest and availability **no later than 5:00pm on September 20, 2024.**
- Proposals should specify whether services are proposed to be provided on a flat "not to exceed" amount or a "time and materials" basis. The County will consider either method, however a "not to exceed" amount is preferred.
- Proposals should be directed to:
 - Randy Hooper, Assistant CAO – randy.hooper@co.del-norte.ca.us AND
 - Toni Self, Administrative Programs Manager – aself@co.del-norte.ca.us

Attachments

- Preliminary drainage and conceptual solution information developed by the Del Norte County Engineer.
- Del Norte County Standard Professional Services Contract

PYKE FIELD GRADING AND DRAINAGE SUGGESTIONS.



NOTES:

1. PYKE FIELD ESTABLISHED SEPT. 17, 1949
2. MAINTAINED BY PARKS DEPT.
3. REVIEWED INFIELDS OF ALL 3 FIELDS WITH ALLEN WINOGRADOV ON 11/18/2022.
4. DISCUSSED DRAINAGE ISSUES ON ALL 3 FIELDS.

COMMENTS:

1. INFIELDS ARE GENERALLY LOWER THAN OUTFIELDS AND SURROUNDING TERRAIN.
2. GRADING ACTIVITIES OVER TIME AND THE FIELDS GROWING HAVE CREATED THIS CONDITION.

PROPOSED SOLUTIONS:

1. GENERALLY THE INFIELD AND PORTION OF THE OUTFIELDS NEED TO BE GRADED SO THAT THE INFIELD IS HIGHER THAN THE OUTFIELD. THIS WILL CORRECT MOST OF THE PROBLEM.
2. IMPORTING OF SOME SOIL MAY BE REQUIRED TO PROPERLY GRADE THE INFIELD. A FREE DRAINING SOIL WOULD BE PREFERRED.
3. IN SOME CASES DRAINAGE STRUCTURES MAY BE REQUIRED TO BETTER DRAIN SOME AREAS.

STEPS TO ACHIEVE GOAL:

1. TOPOGRAPHIC SURVEY NEEDED
2. DEVELOP GRADING PLAN
3. BID OUT OR USE FORCE ACCOUNT (COUNTY FORCES) TO PERFORM THE WORK

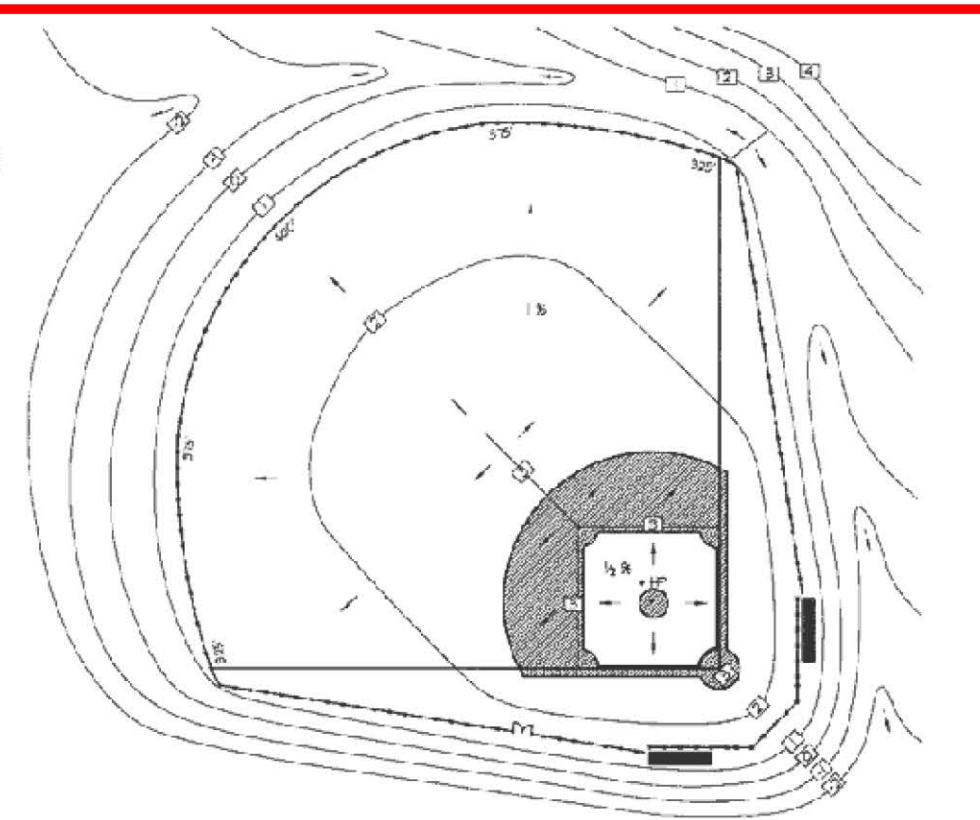
THIS EVALUATION IS BASED ON A CURSORY SITE WALK AND NOT A FULL DETAILED SURVEY. PERSONAL KNOWLEDGE OF THE SITE IS VERY LIMITED.

ESTIMATE ASSUME CONTRACTOR PRICES				
ITEM	QTY	UNIT	UNIT COST	TOTAL
6" STORM DRAIN	160	LF	\$ 200	\$ 32,000
DRAIN INLET	2	EA	\$ 1,500	\$ 3,000
GRADING	46000	SF	\$ 0.75	\$ 34,500
FILL MATERIAL	1725	TONS	\$ 40	\$ 69,000
			TOTAL	\$ 138,500
SURVEY & ENGINEERING				\$ 15,000
GRAND TOTAL				\$ 153,500

RECOMMENDATIONS FROM THE SPORTS FIELD MANAGEMENT ASSOCIATION BASEBALL AND SOFTBALL

On baseball fields, the highest point is the pitcher's mound, which is 10 inches higher than home plate. The field slopes away from the mound in all directions. Apart from the pitcher's mound, the infield is higher than the rest of the field and has a .5% slope into the outfield. The outfield then slopes away at a 1 to 1.5% slope. Although softball fields do not have mounds, the infield is still the highest point and has a .5% slope into the outfield. Like a baseball field, the outfield slopes away at a 1 to 1.5% slope.

There are various ways to construct baseball and softball fields. The following depicts the simplest and most common field design with the infield sloping at .5% and the outfield consistently sloping 1 to 1.5% from the infield:



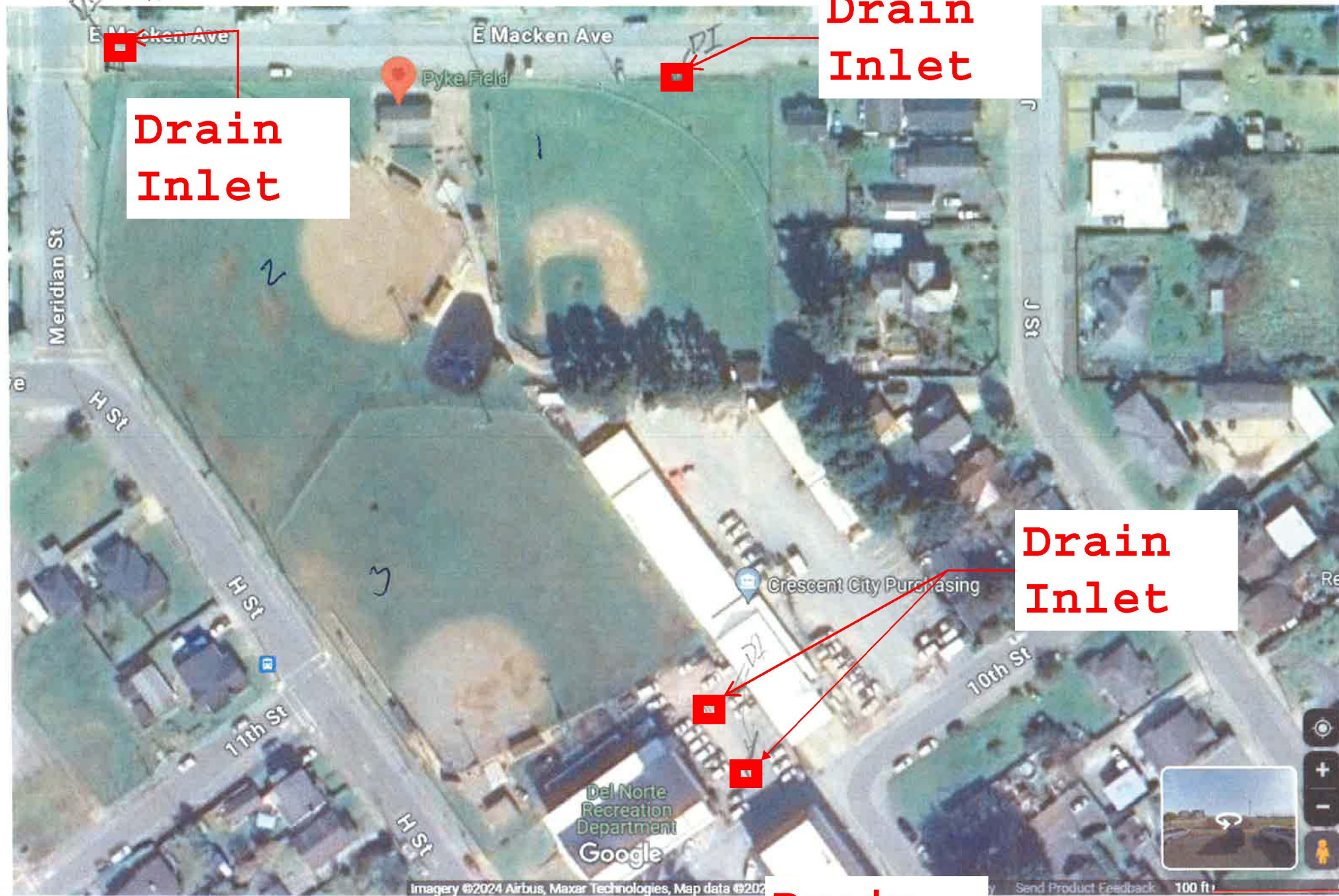
1" = 50'

BY JON OLSON, COUNTY ENGINEER

Preliminary

11/18/2022 11:07:13 AM

PYKE FIELD IMPROVEMENT PROJECT



Drain Inlet

Drain Inlet

Drain Inlet

Drain Inlet

Rehab ^{Good?} Replace New construction?
Vision! Ball field or something else?
Needs Assessment!
Budget?

FOUL LINE

(E) EL. 100.00
(N) EL. 100.25



Field #1 Eng.
#3 Parks

INFIELD EDGE LINE NEEDS TO BE GRADED OUT TO REMOVE THE "LIP" AT EDGE OF SKINNED AREA

(E) DUGOUT BLDG. NOT SHOWN

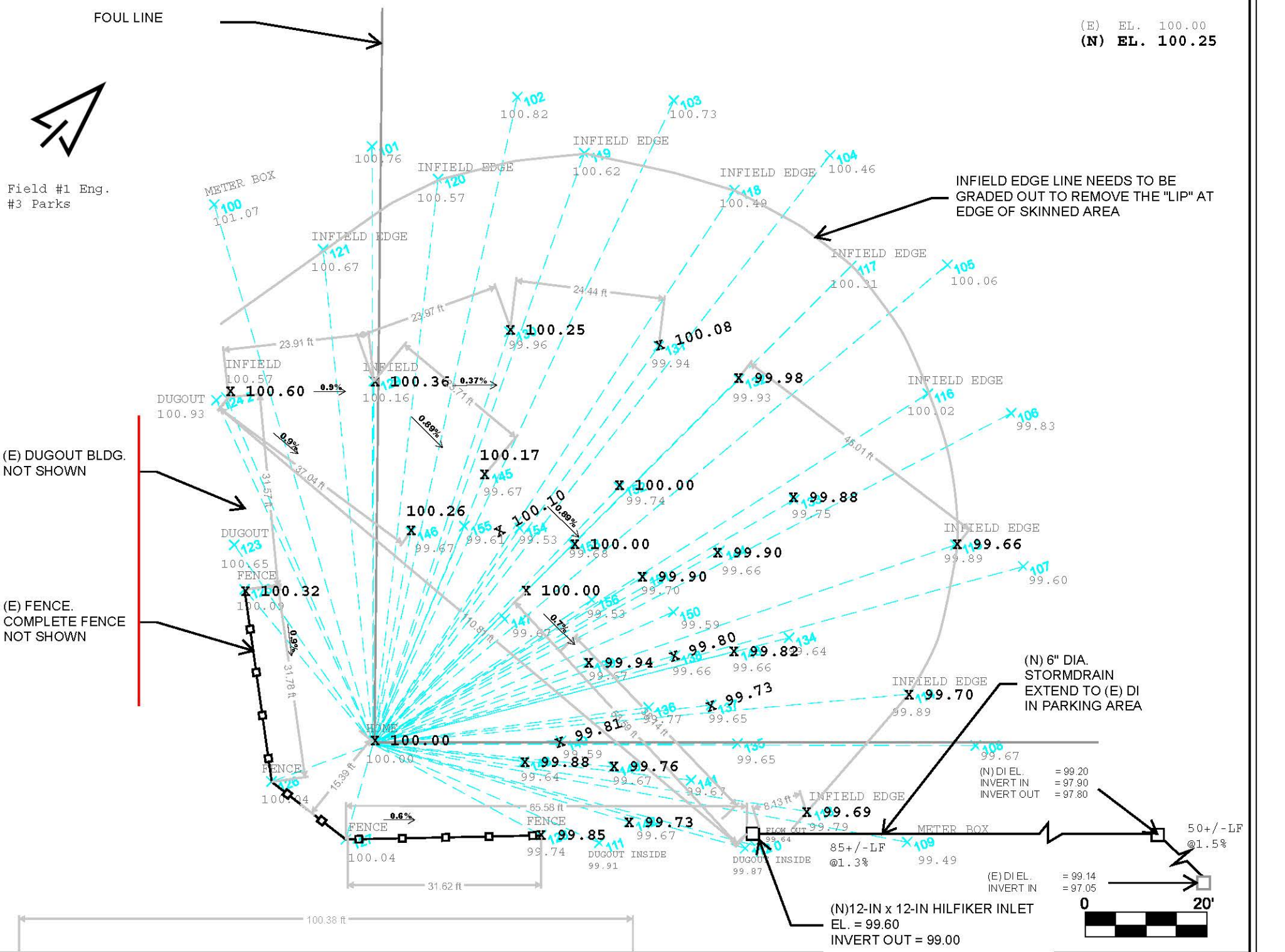
(E) FENCE. COMPLETE FENCE NOT SHOWN

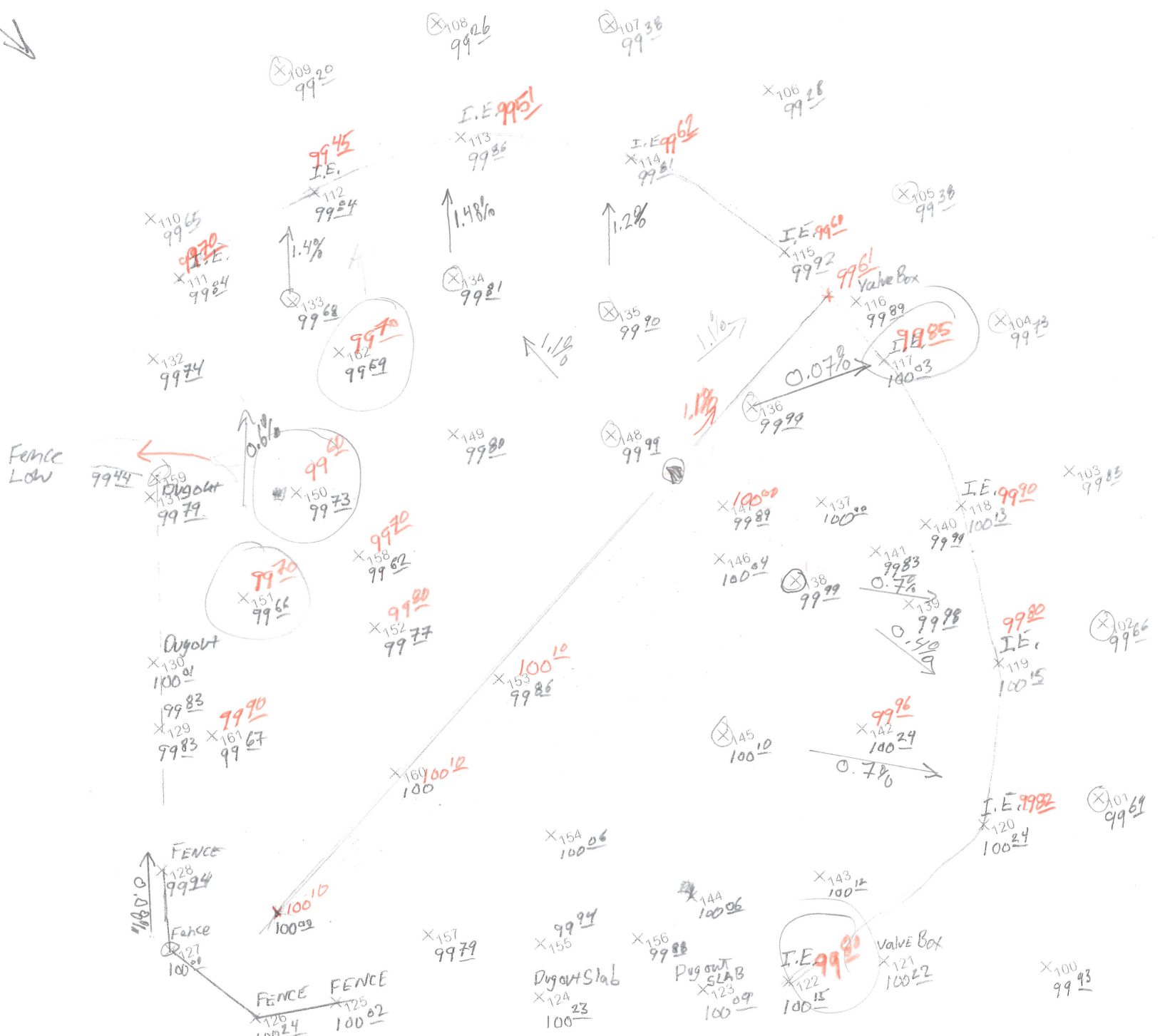
(N) 6" DIA. STORMDRAIN EXTEND TO (E) DI IN PARKING AREA

(N) 12-IN x 12-IN HILFIKER INLET
EL. = 99.60
INVERT OUT = 99.00

(E) DI EL. = 99.14
INVERT IN = 97.05

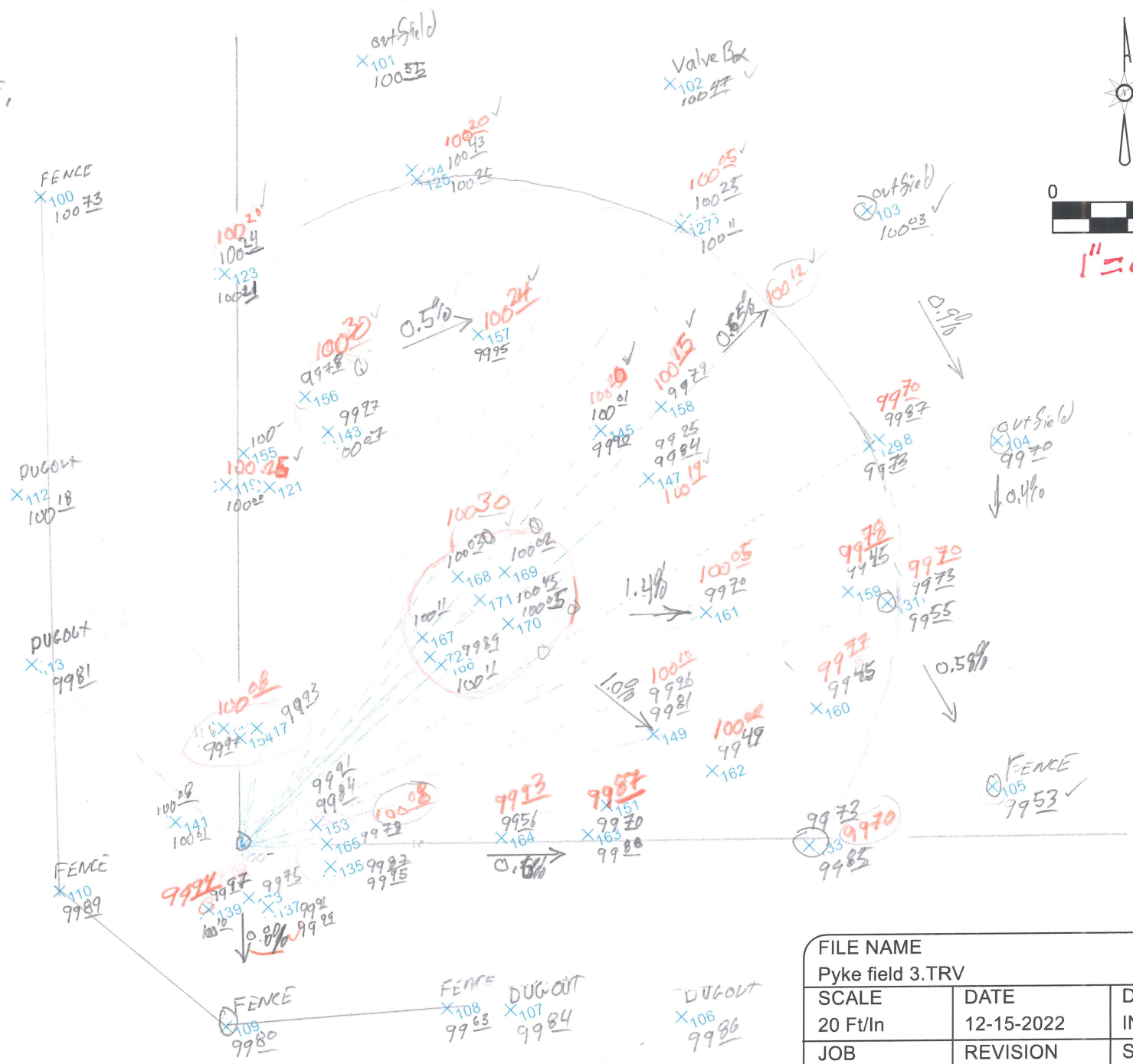
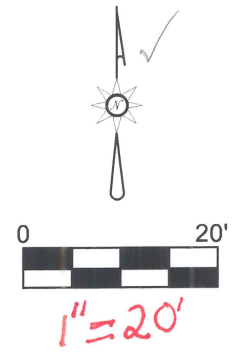
(N) DI EL. = 99.20
INVERT IN = 97.90
INVERT OUT = 97.80





12/22/2022

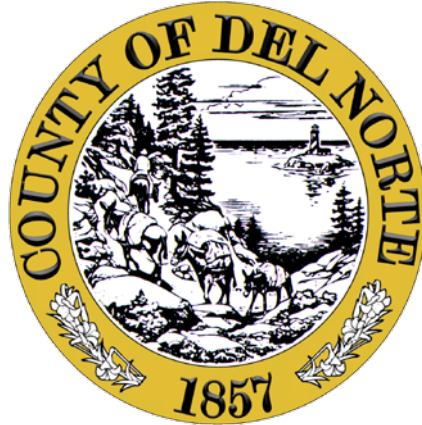
NOTES:
 For FIELD #3(i) FILL
 BASE PATH w/ SAND
 & TILL IN & GRADE.



FILE NAME		
Pyke field 3.TRV		
SCALE	DATE	DRAWN BY
20 Ft/in	12-15-2022	INSERT NAME
JOB	REVISION	SHEET
\$JOB	1/1	1/1

This map drawn with TRAVERSE PC, Software

Period of _____ through _____



Del Norte County Contract No.: _____

Agreement for _____

Contractor: _____

Address: _____

AGREEMENT FOR

This Agreement for _____ ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California ("the County"), and _____, hereinafter referred to as "Contractor."

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

Contractor will provide those services described in Attachment "A", ("Services").

2. TERM.

Effective Date: _____

Termination Date: _____

The term of this Agreement (the "Term") shall be the period between the Effective Date and the Termination Date.

3. PAYMENT

The County will pay Contractor for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" will be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor will submit all billings for said services to the

County in the manner specified in Attachment "B".

4. **RENEWAL**

Not Applicable.

5. **FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES**

Contractor will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

6. **GENERAL PROVISIONS**

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. **DESIGNATED REPRESENTATIVES**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as stated below, who shall be considered the designated representatives of each party for all purposes. Changes in designated representatives shall occur only by advance written notice, of at least fourteen (14) days, to the other party.

The representative of the COUNTY:

The representative of the CONTRACTOR:

8. ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

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9. TERMINATION

a. **Written Notice.** This Contract may be terminated by either party, in its sole

discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Agreement should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding Paragraph 9.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day

of _____, 202_____.

COUNTY OF DEL NORTE

Chair, Board of Supervisors

ATTEST:

KYLIE GOUGHNOUR

Clerk of the Board

Attachment A – Services

- A.1. **Scope of Services and Duties**
- A.2. **Time for Services Rendered**
- A.3. **Manner in which Services are to be Provided**
- A.4. **Facilities Furnished by the County**

Attachment B – Payment

- B.1. Base Contract Fee.**
- B.2. Travel Costs.**
- B.3. Authorization Required.**

Attachment C – General Provisions

C.1. Indemnification.

Contractor agrees to defend, indemnify, and hold harmless the County, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation costs of litigation), of every nature which may arise in connection with Contractor's performance under this Agreement, except claims arising out of the sole negligence or sole willful misconduct of the County or its officers or employees. If any attorney, including the Del Norte County Counsel, is assigned by the County to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Contractor will pay to the County, immediately upon demand, the amount of all attorneys' fees and costs incurred by the County in connection therewith.

Notwithstanding the foregoing, if Contractor performs design professional services, the duty to indemnify and defend will be limited to the broadest possible indemnification allowed by Civil Code 2782.8, the provisions of which are deemed incorporated by reference into this agreement.

C.2. Insurance

Contractor will procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance:

- i. General Liability: Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than one million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than one million (\$1,000,000) per accident for bodily injury and property damage.
- iii. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than one million (\$1,000,000) per accident for bodily injury or disease.
- iv. Workers' Compensation and Employer's Liability Insurance is not required if the Contractor provides written verification it has no employees.
- v. Professional Liability: Insurance with a limit of no less than one million (\$1,000,000) per occurrence or claim, one million (\$1,000,000) in aggregate.

b. Other Insurance Provisions:

- i. If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Agreement, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. No representation is made that the minimums required in this Agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Agreement.
- ii. Claims-made policies must be declared to and approved by the County's Risk Management division prior to the execution of this agreement.
- iii. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or

on behalf of the Contractor.

- iv. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
- v. Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.
- vi. Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- vii. The Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications, at any time.

C.3. Personnel.

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be qualified to perform such services.

C.4. Time.

Contractor will devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractors' obligations pursuant to this Agreement. Neither party will be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

C.5. Confidential Information.

Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

C.6. Financial Records and Audits.

Contractor will maintain at Contractor's office or other place acceptable to the County full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles reflecting its revenues and expenses of fulfilling its performance obligations, which will be retained for three years

from the date of final payment as required by Government Code Section 8546.7.

C.7. Inspection of Work.

Contractor and any Subcontractor shall permit County, the State, and the Federal government, if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

C.8. Right to Substantiation.

The County reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, Contractor will provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries will be produced for the County as requested.

C.9. Right to Withhold.

The County has the right to withhold payment to Contractor when, in the opinion of the County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

C.10. Ownership of Information.

All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement will be the property of the County. Contractor will deliver such documents to the County without exception or reservation on completion of the services hereunder or termination. The County agrees to hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

C.11. Waiver.

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party will be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.12. Completeness of Instrument.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party will be liable for any representations made express or implied.

C.13. Compliance with Laws.

Contractor's services hereunder will be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the County, the State of California, and the United States government. Contractor agrees to indemnify County against any damages, expenses, or price reductions under this Agreement resulting from Contractor's failure to comply with the above laws and regulations.

C.14. Successors and Assigns.

This Agreement binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the contract administrator or his designee, subject to any required state or federal approval, is required before Contractor may enter into subcontracts for any work contemplated under this Agreement, or before Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

C.15. Independent Contractor.

This Contract is by and between two independent contractors and is not intended to and will not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

C.16. Modification.

No modification or waiver of any provision of this Agreement or its attachments will be effective unless such waiver or modification will be in writing, signed by all parties, and then will be effective only for the period and on the condition, and for the specific instance for which given.

C.17. Counterparts.

This Agreement may be executed simultaneously and in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

C.18. Non-Severability.

If any provision of this Agreement is held by a court of competent jurisdiction in a final, non-appealable decision to be invalid or unenforceable as to any party, the parties agree to negotiate in good faith to find a mutually agreeable replacement provision. If no such provision can be found, the entire Agreement will be terminated, it being the understanding and intent of the parties that every portion of the Agreement is essential to and not severable from the remainder.

C.19. Jurisdiction.

This Agreement will be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement will be litigated in the State of California and venue will lie in the County of Del Norte or the U.S. District Court, California Northern District, and Contractor hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

C.20. Time is of the Essence.

Time is of the essence of this Agreement and each covenant and term a condition herein.

C.21. Conflict of Interest.

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

this Agreement. Contractor will ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor will ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor will ensure that no County employee will have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

C.22. Non-Discrimination.

Throughout the duration of this Agreement, Contractor will not unlawfully discriminate against any employee of the Contractor or of the County or applicant for employment or for services or any member of the public because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Contractor will ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor will comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor will also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor will give written notice of its obligations under this clause to any labor agreement. Contractor will include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.23. Rehabilitation Act of 1973/Americans with Disabilities Act of 1990.

In addition to application of the non-discrimination provision of this Agreement above, Contractor agrees to also comply with all provisions of section 504 *et seq.* of the

Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.24. Captions.

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

C.25. Plain Meaning.

Where terms, phrases or words are not defined, they will have their ordinary accepted meanings within the context with which they are used. The edition current on January 2002 of Webster's Third New International Dictionary of the English Language, Unabridged will be considered as providing ordinarily accepted meanings.

C.26. Licenses, Permits, Laws.

Contractor represents and warrants to County that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform under this agreement. Failure of the Contractor to comply with this provision will authorize the County to immediately terminate this Agreement notwithstanding Operative Provision No. 14. Contractor will comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

C.27. Standard of Performance.

Contractor warrants that Contractor, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Contractor's duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercised under like

circumstances. County has relied upon the professional ability and training of Contractor as a material inducement to enter this Agreement. It is understood that acceptance of Contractor's work by County will not operate as a waiver or release. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement will be prepared in a first class and workmanlike manner and will conform to the standards or quality normally observed by a person practicing in Contractor's profession.

C.28. Environmentally Preferable Products

It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors will specify and utilize these products whenever practical.