

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 01/20/2022

Item description/summary:

Consider Publishing RFB for Olivehurst Community Park – Spray Park Project

Olivehurst Public Utility District (OPUD) was granted a state wide grant regarding Per Capita Grant funding for a park of their choice. OPUD has selected to add a spray park at the Olivehurst Community Park. After due diligences, planning, and correspondence, we are in the final stages of preparation to move the project into the construction phase.

In order to request bid for construction, the board of directors must direct staff to file a Notice of Exemption from CEQA with the County Clerk and the State clearinghouse along with submitting the application to the State Department of Parks and Recreation for the requested funding.

Fiscal Analysis:

Employee Feedback

n/a

Sample Motion:

Consider approving the publishing of a RFB for the Olivehurst Community Park – Spray Park Project and directing staff to file a Notice of Exemption from CEQA with the County Clerk and the State clearinghouse along with submitting the application to the State Department of Parks and Recreation for the requested funding.

Prepared by: Swarnjit Boyal, Public Work Engineer

ADVERTISEMENT FOR BIDS

Olivehurst Public Utility District

1970 9th Avenue
P.O. Box 670
Olivehurst, CA 95961

Sealed BIDS for SPRAY PARK AT OLIVEHURST COMMUNITY PARK

Can be submitted at _____ OPUD _____ & will be accepted by the **Olivehurst Public Utility District** at the office of the District until 3:00 P.M., _____ February, 11TH, 2022 _____, and then publicly opened and read aloud at 3:30 P.M. on the same business day at the **Olivehurst Public Utility District Office** at 1970 9th Avenue.

The CONTRACT DOCUMENTS may be examined at the following location:

Olivehurst Public Utility District
1970 9th Avenue
Olivehurst, CA 95961
Phone (530) 743-4657

Copies of the CONTRACT DOCUMENTS may be obtained from **Olivehurst Public Utility District**, upon the non-refundable payment of \$ _____ 0 _____ for each set.

In accordance with the provisions of Section 1773.2 of the California Labor Code, this project is subject to the provisions of California’s Prevailing Wage Laws and copies of the prevailing rate of per diem wages are on file at the office of Olivehurst Public Utility District, 1970 9th Avenue, Olivehurst, California 95961.

Prospective BIDDERS shall be licensed CONTRACTORS in the State of California and shall be skilled and regularly engaged in the general class or type of WORK called for under the CONTRACT. Each BIDDER submitting a bid shall have California Contractor’s license appropriate for this type of work. A mandatory site walk will be scheduled at the districts convenience.

_____ 01/14/2021 _____
Date

Swarnjit Boyal

Swarnjit Boyal, Public Works Engineer

OLIVEHURST PUBLIC UTILITY DISTRICT

Our mission is to provide high quality services to enhance our community's quality of life.



BOARD OF DIRECTORS

Dennise Burbank James Carpenter John Floe Mary Jane Griego Christopher White

GENERAL MANAGER

John Tillotson, P.E.

January 14, 2022

To: All Bidders

From: Swarnjit Boyal, MS, Public Works Engineer, OPUD

RE: RFP for Spray Park Project, Olivehurst Community Park

All,

The Olivehurst Public Utility District will be accepting bids for the purchase and installation of the following equipment:

BID PROPOSAL REQUEST – SPRAY PARK FOR OLIVEHURST COMMUNITY PARK			
Item	Qty	P/N	Description
ACCESSORIES			
1	1	W061	Daisy Raindrop – 15 gpm @ 7 PSI (with 1, 1.5" Valve)
2	2	W056C(135)	Gravity Shooter - 10' Throw 9(18) GPM @ 12 PSI
3	1	W238	Water Rings (4 Ring Assembly) – 40 GPM @ 3PSI
4	4	W344	Duet Jet – Mini Series 4' Throw 6(24) GPM @ 3PSI
5	2	W380	Water Wand Mini Series
6	6	W125C	Simple Spray Water Conserving Version
7	3	W200	Plain Drain wit 4" Slip Connection
8	1	DSC-8-16-A	Dynamic Sequencing Controller
9	1	W009	Touch and Go Bollard
10	1	WVB-6272-8	Above Grade Utility Cabinete
11	1	Dm-4000-12-BR-PM	4" Manifold 12 Port Bronze Valve Floor/Panel Mount
12	1	05-0509	3" Pressure Reducing Valve - 3" PRV30, 300 GPM typical, Cast Bronze Pressure Reducing Valve, 10-35 PSI output range; 36H Series 36H-200-02 factory set at 25 PSI
13	19		1.5" Pipe Valves for connections of each part at piping connection points.
14	1		1300 SF Concrete Pad + 200 SF Sidewalk Extension = 1500 SF of concrete
Lump Sum			
15	1	---	Fully Operational Turnkey system – includes all electrical wiring, water and sewer connections, pressure and water testing, labor, coordination, etc..)
OPTIONAL			
*16	1		Kool Deck Concrete Surfacing – (Surfacing splash pad only - 1300 SF concrete pad)

***Provide two quotes, one with The Kool Deck Concrete Surfacing and one without.**

Bids will be accepted up through 3:00 pm on February, 11th 2021 at which time bidding will close. Thank you very much for your interest in the project.

Project Background:

Olivehurst Public Utility District (OPUD) was granted a state wide grant regarding Per Capita Grant funding for a park of their choice. OPUD has selected to add a spray park at the Olivehurst Community Park. After due diligences, planning, and correspondence, we are in the final stages of preparation to move the project into the construction phase.

General Scope:

Each prospective contractor will submit a proposal for providing a turn-key spray park based on information provided in the RFP and to include but not be limited to:
Installation of spray park features (equipment) as specified and listed above, installation and plumbing for the features, connections to utilities (electrical, water and sewer), concrete placement and start-up. The proposal will be **awarded to lowest responsible bidder** that meets all the qualifications and requirements listed.

General Provisions/Requirements:

- This will be a prevailing wage project. Bidders cost shall include sales tax.
- Mandatory site visit will be conducted **on Thursday, January 27, 2021 at 10 AM**. No make-up dates will be provided and all bidders must be present at the meeting to be considered for the job.
- Contractor will be required to sign an OPUD standard contract (attached).
- Contractor qualifications: Company specializing in performing this type of work with a minimum of three (3) years' experience of similar project with product being supplied. Contractor will be required to supply contact information for a minimum of 3 of those entities having previously contracted with contractor for similar projects and have each contact fill out a Project Reference Evaluation Spray Park Form (3 total to be completed). **Client will send out Reference Evaluation Sheets** (see attached) to all of the entities the contractor supplies contact information for and returned and attached to their bid. Contractor should be factory certified and be able to provide start up services and training to the owner/client without added expense of factory start up services.
- *Products requiring electrical connection:* Listed and classified by Underwriters' laboratories (UL) suitable for the purpose specified and indicated.
- Contractor to furnish and/or install tools, any required equipment not listed in the equipment lists provided above, transportation, temporary construction, and special or occasional services as required to effect a complete working installation, as shown on the Drawings and described in this RFP and as specified and required by the manufacturer.
- Equipment not listed with these specifications or on drawings as furnished by the equipment supplier, but required for the complete installation of the water feature mechanical or electrical systems, shall be furnished by the contractor.

- Contractors submitting a proposal for this work shall first examine the site of the proposed work at the mandatory meeting. The attached checklist will be used for the walkthrough. The mandatory site visit will be conducted on **Thursday, January 27, 2021 at 10 AM.**
- Temporary construction fencing will be required at the project site as it's located at an active park in the District.
- Install and connect all equipment in accordance with manufacturer's instructions and recommendations unless otherwise noted. If specified installation is contrary to manufacturer's instructions, cease installation of affected components or systems. Notify District Engineer and do not resume installation without clear instructions.
- Parts to be cast into concrete shall be located as detailed on the Plans and shall be rigidly supported to resist loads imposed during concrete pour.
- General: The contractor shall test equipment installed by him/her/they to show that it complies with specified requirements. Testing shall be done in a manner approved by the District Engineer.
- Electrical circuits, feeders, and equipment shall be tested and proven free of faulty grounds, open circuits, or shorts, as required by local codes.
- Contractor shall, at his expense, make the aquatic playground operational and make test adjustments, and corrections, until it is shown to be in proper operation condition.

Equipment List and Location for Olivehurst Community Park

The park is located at 1970 9th Ave., Olivehurst, CA 95961. For equipment list and location of each feature with relation to each other, see attached drawing and equipment list above. Placement of equipment per manufacturer's specifications and recommendations is mandatory in order to retain proper splash and safety zones around each feature (piece of equipment). A representative from the equipment manufacturer will be available to inspect the layout of the equipment prior to the placement of concrete to verify the separation between equipment is within specification.

Concrete Placement for Olivehurst Community Park – Spray Park Project

Approximately 1300 square feet of concrete will be placed around the features and 200 SF of concrete sidewalk (See attached plans). The concrete shall be sufficiently reinforced to support equipment and eliminate or minimize cracking in the future. In addition, each contractor will provide a second quote and provide a price for standard color concrete with Kool Deck Surfacing for the Splash Pad only (1300 SF). Based on budget, the District will select the standard color concrete of the alternative. Contractor is solely responsible for measuring the area(s) to receive concrete. The square footage provided above is an estimate only. Some of the features (equipment) may require a substantial footing and it is solely the responsibility of the contractor to provide these footing per equipment manufacturers specifications and recommendations.

Utility Connections

Connections to electrical, water and sewer will be discussed at the mandatory walkthrough. The attached walkthrough checklist will be used to verify that each contractor receives the same information in the walkthrough.

Please contact Swarnjit Boyal at 530-682-0736 or sboyal@opud.org with any questions or to schedule the mandatory walkthrough and good luck.

Sincerely,

A handwritten signature in black ink that reads "Swarnjit Boyal". The signature is written in a cursive, slightly slanted style.

Swarnjit Boyal, MS, Public Works Engineer
Olivehurst Public Utility District
530-743-8573 - Office
530-682-0736 - Cell
sboyal@opud.org - Email

PROPOSAL (BID)

OLIVEHURST PUBLIC UTILITY DISTRICT

Name of BIDDER _____

Business Address _____

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA		LS	
1.02	Equipment & Start-Up Cost for Full - Turnkey Spray Park at Olivehurst Community Park.		LS	
1.03	System Installation		LS	

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

Write out figures:	TOTAL BID AMOUNT		\$

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

LIST OF SUBCONTRACTORS

(Public Contract Code Section 4104)

In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

NOTE: Additional numbered pages may be attached if needed.

Accompanying this proposal is (cashier's check) (certified check) (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of _____ dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

Signature

Address

Title

Date

License Number (if applicable)

Attest _____

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 6

Laws to be Observed

The Contractor shall keep himself fully informed of all existing State and National laws and all municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Existing Facilities

The Contractor shall exercise due care to avoid injury or damage to existing improvements or facilities, utilities, adjacent property, monuments, and roadside trees and shrubbery that are not to be removed or relocated. Existing mail boxes, signs, shrubbery, lawn, trees, markers, or any other facility or improvement which must be removed shall be replaced with the undamaged original or a new facility equal to the original at the Contractor's expense if damaged by reason of the Contractor's operations, to the satisfaction of the property owner.

Utilities

The plans and specifications identify certain existing utilities as known to the Engineer. It shall be the Contractor's responsibility to exactly locate those facilities and to protect those facilities from damage as a result of his operations. The attention of the Contractor is called to the fact that there may be other unlocated utilities within the project area. Prior to making any such excavation, Contractor shall attempt to identify the location of any such utilities. It shall be the duty of the Contractor to protect any such utilities from damage, provided however, the Contractor shall be compensated for any costs of locating any such additional utilities and shall be further compensated if damage shall occur to any utilities not located upon the plans and Specifications which damages are not caused in any part by the failure of the Contractor to exercise reasonable care and discretion in removing or relocating utility facilities not indicated in the plans and specifications. The Contractor shall not be assessed any liquidated damages for any delays in completion of the project necessarily and reasonably incurred when such delay was proximately caused by the failure of the public agency or the owner of the utility to provide for the removal or relocation of such utility facilities. The Contractor's specific attention is called to the fact that existing service laterals and appurtenances to those service laterals exist within the project area and such laterals are not shown on the plans and specifications but can be reasonably inferred from the presence of other visible facilities such as building, meters, junction boxes, adjacent to the site of construction. No additional compensation shall be paid for any damages or delay caused to such service lateral facilities and it is the Contractor's sole and

exclusive obligation to provide for the protection, replacement and repair of any such facilities. If the Contractor, while performing the contract, discovers any utility facilities not identified by the public agency, other than the existing service laterals or appurtenances, he shall immediately notify the Engineer.

New Facilities

Until the formal acceptance of the complete work by **Olivehurst Public Utility District**, the Contractor shall have the charge of and care thereof, and shall bear the risk of injury or damage to any part of the work by the action of the elements or others. The contractor, at Contractor's cost, shall rebuild, repair, restore and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

Clear-Up

Prior to final acceptance and payment, the Contractor shall clean all roads or streets, borrow pits and all areas occupied by the forces during the construction of the improvement facilities, remove all refuse, excess material, temporary structures and equipment; and leave the entire project in a neat and presentable condition.

INSURANCE AND LIABILITY

GENERAL

The Contractor shall not commence any work until he obtains at his own expense, all required insurance from insurance companies acceptable to the Owner. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements, as applicable, have been complied with by such subcontractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this contract. As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without 30 days notice in writing to be delivered by registered mail to the Owner. In case of the breach of any provisions of this article, the Owner, at his option, may take out and maintain at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any moneys which may be due or become due the Contractor under this contract.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract, full comprehensive general liability insurance coverage. This coverage shall provide for both bodily injury and property damage. The bodily injury portion shall include coverage for injury, sickness, disease, death, arising directly or indirectly out of, or in connection with, the performance of the work under this contract, and shall provide for a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness,

disease, or death of one person, and a total limit of \$1,000,000 for damages arising out of bodily injury, sickness, disease, or death of two or more persons in any one occurrence. The property damage portion shall include "broad form" coverage for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this contract and in any one occurrence, including explosion, collapse, and underground exposure. Included in such insurance shall be contractual coverage sufficiently broad to insure that provision titled "Indemnity" hereinafter. The comprehensive general liability insurance shall include as additional named insured: the Owner, the Engineer and his consultants, and each of their officers, agents and employees.

WORKMEN'S COMPENSATION INSURANCE

Before the Contract between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractor's have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance laws. The Contractor will be required to execute a certificate prior to performing the work of the Contract providing as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self insurance in accordance with the provisions of the Code and I will comply with such provisions before commencing the performance of the work of this Contract".

BUILDER'S RISK "ALL RISK" INSURANCE

Unless otherwise modified in the "Supplementary Conditions", the Contractor shall secure and maintain during the life of this Contract, Builder's Risk "All Risk" Insurance coverage for one hundred percent (100%) of the contract amount. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interests appear. Such insurance may have a deductible clause not to exceed \$250, except that the deductible on earthquake may be in accordance with the underwriter's requirements, provided that it does not exceed five percent (5%) of the contract amount.

INSURANCE COVERAGE FOR SPECIAL CONDITIONS

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of its officers, agents, employees and interests.

INDEMNIFY

To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Owner, the Engineer and his consultants, and each of their officers and employees and agents,

from any and all liability, claims, losses, damages, or costs, including but not limited to attorney's fees, arising or alleged to arise from or during the performance of the work described herein caused by the act or omission of contract, any subcontractor, directly or indirectly employed by them, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the party indemnified hereunder, or by the negligence or omission of the party indemnified herein.

NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out all the provisions hereof in exercising any authority granted by the contract, there will be no personal liability upon any public official.

Substitution of Security

In lieu of the 5% retention in payment as set forth hereinafter, the contractor may, upon request to the District, substitute in lieu thereof securities in form and content acceptable to the District, pursuant to the provisions of Section 4590 of the Government Code of the State of California. All costs and expense of any escrow or trustee shall be the responsibility of the contractor.

RESOLUTION OF CLAIMS

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
2. Public Contract Code Section 9204 provides:
 - a. For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
 - b. Procedure:
 - 1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
 - 2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail,

return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

- 3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
- 4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
- 5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
- 6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action or binding arbitration, as applicable.
- 7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
- 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf

of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
 - 11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
- a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
 - b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
 - c. Procedure:
 - 1) The Claim must be in writing, submitted in compliance with all requirements set forth in this document, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in the Contract Documents.
 - 2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- 3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- 4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

STANDARD CONTRACT (AGREEMENT)

OLIVEHURST PUBLIC UTILITY DISTRICT

THIS AGREEMENT, made this _____ day of _____, _____, by
and between **Olivehurst Public Utility District** (hereinafter called "OWNER"),
(Name of Owner), (an Individual)
and _____ doing business as
(Name of General Contractor)
(an individual,) or (a partnership.) or (a corporation) hereinafter called "CONTRACTOR".
The aforementioned parties agree as follows:

I

The Contractor agrees to furnish for the total sum of (includes bid additives)
_____ Dollars,
all labor, materials, tools and equipment and perform all the work required to construct and
complete in a good workmanlike manner all improvements and work mentioned, described,
delineated, shown and referred to in the plans and specifications, general conditions and special
conditions Including any bid additives. Plans and specifications are included within this contract by
reference as if set forth in full.

II

Contractor agrees to furnish all necessary tools, equipment, supplies, labor and materials
required for the performance and completion of said work and improvement, all to the satisfaction
of Owner, and subject to the requirements of the Engineer.

Owner hereby fixes the time for the commencement of said work and improvements under this
Agreement to be within 20 calendar days, and such work and improvements shall be prosecuted

with diligence from day to day thereafter for a completion date of _____ It is agreed and stipulated between Owner and the Contractor that damage will be sustained by the Owner from any delays in the performance of this contract, and it is currently contemplated by the parties and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Olivehurst Public Utility District will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Olivehurst Public Utility District by such a delay under these circumstances and to agree and stipulate by this contract the sum of \$____ Dollars per day for each and every day's delay beyond the time prescribed to complete the work which has been agreed to by the parties as a fair estimate of the damage to be suffered by the Olivehurst Public Utility District from and as a direct result of such delay.

Contractor agrees to provide proof to Olivehurst Public Utility District of insurance naming Olivehurst Public Utility District and Engineer and employees as named insured in amounts of no less than coverage for \$1,000,000 per person and \$1,000,000 per occurrence and property damage up to \$1,000,000 and a standard broad form comprehensive and automobile liability policy form. Contractor further agrees to insure that every subcontractor employed by Contractor shall have insurance of equal character and limits of \$1,000,000 per person and \$1,000,000 per each occurrence and property damage up to \$1,000,000 per each occurrence and to provide certificates to Olivehurst Public Utility District of such insurance prior to allowing such subcontractor to commence work upon the project.

Contractor further agrees to provide prior to commencement of work and to require every subcontractor to provide prior to the commencement of work, a certificate pursuant to Labor Code Section 3700 et.seq. which will state as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Contractor agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages. The Contractor shall be required to forfeit to Owner the amount of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor.

Contractor further agrees to comply with each and every provision of Section 1777.5 of the labor Code of the State of California relating to apprenticeship standards and the employment of apprentices upon project and to comply with each and every provision of Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

Is the contractor registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq.*? _____

*As of July 1, 2014, the District cannot enter into a Public Works Contract with a contractor that is not registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq..

III

Contractor agrees to pay to Olivehurst Public Utility District, or to make at its' own expense all repairs, replacements or payments necessitated by defects in materials or workmanship supplied

under the terms of this contract which exist within one (1) year after the date of final acceptance of the work. This Agreement shall cover defects which shall be in existence during such one (1) year period. This Agreement shall apply to all defects which exist in the first year whether or not discovered within the first year. The Contractor shall be fully responsible for all direct and indirect damages and expenses to Olivehurst Public Utility District proximately caused by such defects in materials or workmanship, including defects and materials which bear a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantees shall be inure for the benefit of Olivehurst Public Utility District for such longer periods. The effective date for the start of the guarantee or warranty for equipment qualifying as substantially complete, shall be upon the time Olivehurst Public Utility District takes possession and operation of equipment or materials. In any case the warranty period described in this contract shall not limit the applicable statute of limitations for breach of a written contract and legal provisions for the District. Certain items in the project specifications may have specific warranty periods and provisions specified and the longer of the specified or contractual warranty period shall prevail.

The Contractor also agrees to hold the Olivehurst Public Utility District harmless from liability, both direct and indirect, of any kind arising from damage due to such defects. The Contractor shall make all repairs, replacements, or payments promptly upon receipt of written order for the same from the Olivehurst Public Utility District. If Contractor fails to make the repairs or replacements or payments within the time specified by Owner, then, subject to the sole discretion of Olivehurst Public Utility District, District may do the work in any manner it sees fit, and the Contractor and his surety shall be liable for the cost thereof, including all costs of engineers or consultants required to do said work and all cost related to the expedition of said work. Any

additional requirements for the project relative to the collection for defective work after final acceptance are provided for hereafter in this Agreement.

Contractor shall provide a faithful performance bond in the amount of one hundred percent (100%) of the contract price, and a labor and materials bond in the amount of one hundred percent (100%) of the contract price on the attached forms. Said bonds shall be issued by an admitted surety insurer within the State of California and will be supported by the information and certifications required under California Code of Civil Procedure Section 995.660.

IV

The complete Contract consists of the following documents to wit: The notice to Contractors, the General Provisions, the Technical Provisions, the Proposal (Bid), the form of Contract (Agreement), the Labor and Material Bond, the Performance Bond, all specifications and drawings, and all modifications made or incorporated in any of those documents. All of the above documents are intended to be complementary, so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all of said documents. Similarly, any contract provision appearing in one shall be binding as if it appeared in all said documents.

V

Contractor shall be financially responsible for claims (including claims of OSHA or other agency with jurisdiction over the job), liens, or stop notices, including preliminary notices that are filed on the job. In lieu of retention of payment by the DISTRICT, CONTRACTOR may elect to deposit certain securities equivalent to the amount to be withheld into a District approved escrow account.

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR'S ability, and give all attention necessary for such proper supervision and direction. Contractor shall have full control over the site and shall be responsible to take all required steps, and implement all required procedures, required for the safety of employees and the public. Contractor shall be aware of and obey all OSHA regulations pursuant to the work he is engaged in for this project.

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all work employees and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders. Contractors' cost of work includes the costs of all required safety measures including sheeting, shoring and trenching for the protection of life and limb.

Owner:

_____	_____
Signature	Name
_____	_____
Title	Date

Attest:

Contractor:

_____	_____
Signature	Name
_____	_____
Title	Date

Attest:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ hereinafter
called Principal, and _____
_____ hereinafter
called Surety, are held and firmly bound unto _____
_____ hereinafter called the Owner, in
the sum of _____ dollars (\$ _____) in
lawful money, for the payment of which sum well and truly to be made, we bind ourselves, or heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a
certain Contract, hereto attached, with the OWNER, dated _____, 201____, for
the construction of:

OLIVEHURST PUBLIC UTILITY DISTRICT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said Contract during the original term
thereof and any extension thereof that may be granted by the OWNER, with or without notice to the
Surety, and during the life of any guaranty required under the Contract, and shall also well
and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of
any and all modifications of said Contract that may thereafter be made, except that no change
will be made which increases the total contract amount more than twenty percent (20%) in excess of
the original Contract amount without notice to the Surety, then this obligation shall be void,
otherwise the same shall remain in full force and virtue.

Surety hereby expressly waives written notice of any changes, alterations, modifications of the
contract entered into between Principal and OWNER and agrees and stipulates that such changes
and modification shall be treated as part of such Contract and Surety shall be bound thereby except
that Surety will not be bound to any changes or alterations which increase the total contract amount

more than twenty percent (20%) in excess of the original contract amount without written notice to Surety.

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

IN PRESENCE OF:

Principal:

_____ Signature	_____ Name
_____ Title	_____ Date
Attest:	

Principal:

_____ Signature	_____ Name
_____ Title	_____ Date
Attest:	

Surety:

_____ Signature	_____ Name
_____ Title	_____ Date
Attest:	

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____ Dollars (\$ _____)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that, _____

_____ has awarded to _____ hereinafter designated as the CONTRACTOR, a Contract for the work described as follows:

OLIVEHURST PUBLIC UTILITY DISTRICT

and, WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, providing that if said CONTRACTOR, or any of his or its SUB-CONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, that the Surety on this bond will pay the same.

NOW, THEREFORE, we, _____

_____ the undersigned contractor, as Principal, and _____ COMPANY, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto _____

in the sum of _____ Dollars (\$_____),

said sum being not less than the estimated amount payable by the said _____

_____ under

the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assign, jointly and severally, firmly by these presents. THE CONDITION OF THIS BOND IS SUCH, that if the above bonded Principal or his subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from wages of employees of the Contractor or his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor,

the Surety will pay the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court. This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then obligation shall become null and void, otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

SIGNED, sealed with our seals, and dated this _____ day of _____, 20____
(To be signed by Principal and Surety and acknowledgments and Notaries Seal attached)

Principal:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

Attorney-in-Fact:

_____	_____
Signature	Name
_____	_____
Title	Date
Attest:	

Surety:

_____	_____
Signature	Name

Title

Attest:

Date

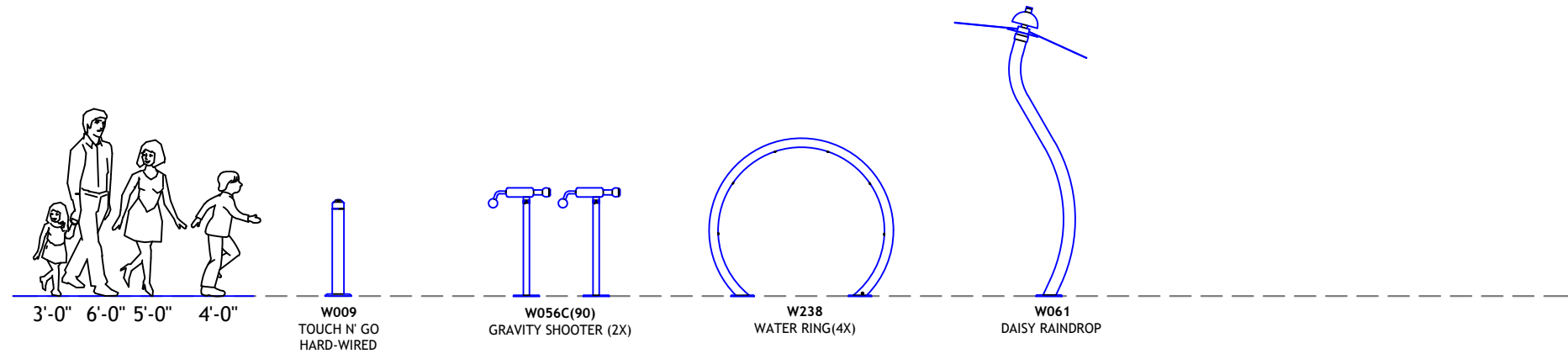
SITE PLAN - AERIAL LAYOUT



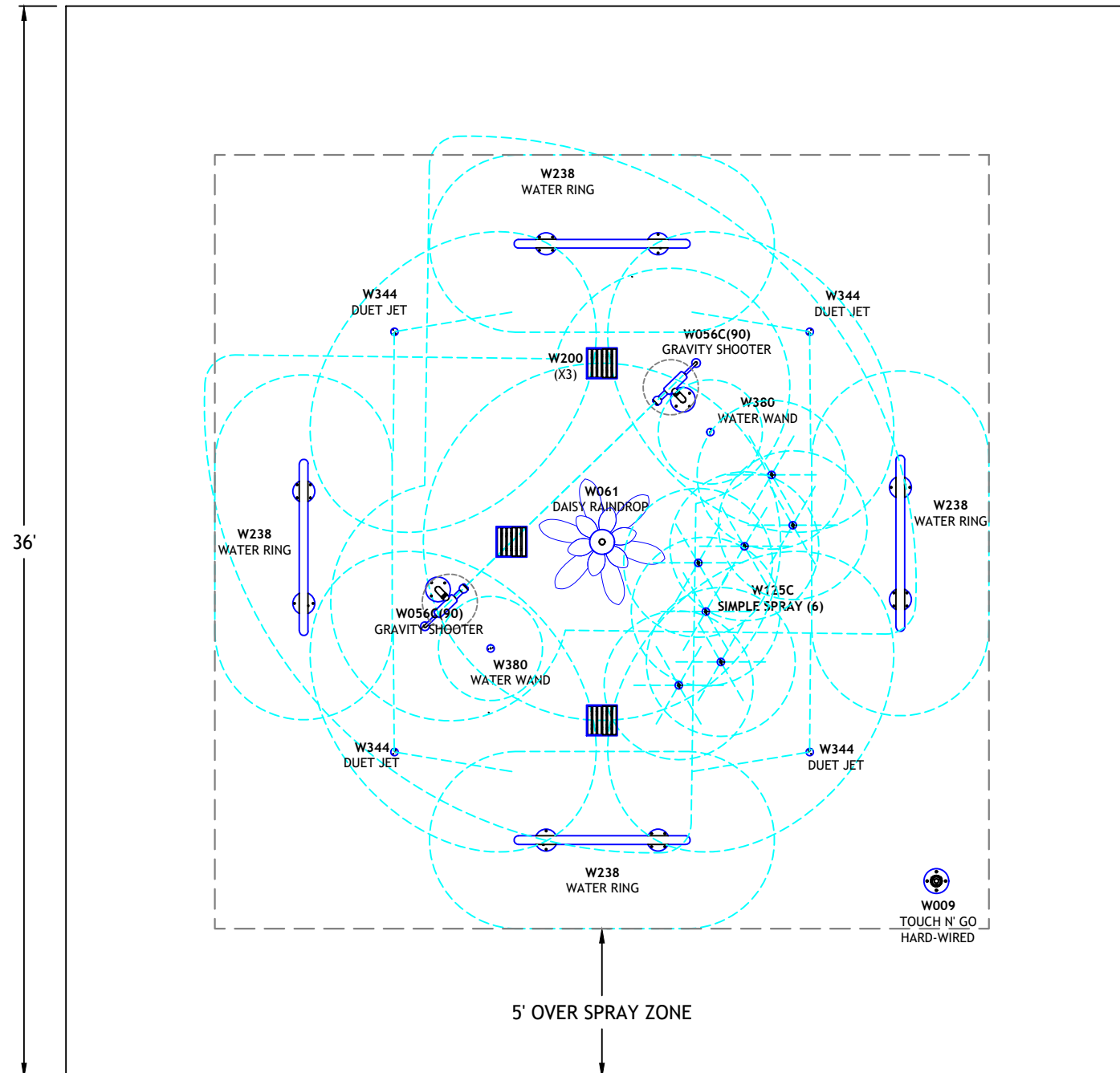
ITEM	FEATURE DESCRIPTION	QTY
W056C (135)	GRAVITY SHOOTER 10' THROW 12(24) GPM @ 12 PSI	2
W061	DAISY RAINDROP 15 GPM @ 7 PSI	1
W125C	SIMPLE SPRAY WATER CONSERVING 3(18) GPM @ 3 PSI	6
W238	WATER RINGS (QTY 4 RINGS) 40 GPM @ 10 PSI	1
W344	DUET JET - MINI SERIES 4' THROW 6(24) GPM @ 3 PSI	4
W380	WATER WAND 4' HIGH 6(12) GPM @ 3 PSI	2
W009	TOUCH N' GO HARD-WIRED	1
W200	PLAIN DRAIN 50 GPM FLOW RATE EA	3

POTABLE MECHANICAL EQUIPMENT		
DSC-8 -16-A	SEQUENCING CONTROLLER WALL MOUNTED	1
DM-4000 -12-BR-PM	FLANGED WALL MOUNTED DISTRIBUTION MANIFOLD	1

ABOVE GRADE FEATURES ELEVATIONS

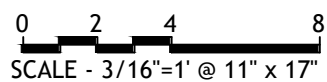


TOTAL GPM 133



NOTES:
 1. THIS DRAWING IS DIAGRAMMATIC IN NATURE. LOCATIONS RECOMMENDED FOR PLAY COMPONENTS AND DRAINS ARE APPROXIMATE. PIPING AND CONDUIT RUNS ARE SCHEMATIC. JOB CONDITIONS AND LOCAL CODES MUST DETERMINE FINAL ROUTING.
 2. WET DECK AREA MUST BE POURED AND FORMED SO THAT WATER SHED AREA SLOPES TOWARD DRAINS.

1,296 SQ FT



OLIVEHURST PUBLIC UTILITY PLAN VIEW

AW	PIPE	KF	DWG NO
W24153	2	A	GA
VER.	OPT.	TYPE	SHEET
1 of 1	1	1 of 1	01-12-22
DATE	1 of 1 01-12-22		

Water Odyssey™ by Fountain People, Inc. - PO Box 807 - San Marcos, Texas 78667-0807
 Phone (512) 392-1155 ~ Fax (512) 392-1154 ~ www.waterodyssey.com



IMAGES SHOWN ARE DIAGRAMMATIC IN NATURE. PRELIMINARY FEATURES AND EFFECTS MAY VARY.



Olivehurst Community Park

Olivehurst, CA

W24153

| 133 GPM

| 1,296 SQ. FT.

| Perspective View

| JH

CREATING COMPELLING
AQUATIC PLAY EXPERIENCES






WATER ODYSSEY™
BY FOUNTAIN PEOPLE
A PLACORE COMPANY




Customer Name	OPUD
Project Name	Olivehurst Community Park
Manufacturer	Water Odyssey
	San Marcos, TX 78666



Equipment By	Water Odyssey
Contact for Pricing	All About Play Inc
Email	info@playgroundpros.com
Phone #	916.923.2180
Contact Person	Jonathan Rainbolt

WATER ODYSSEY PRODUCTS

Model Number	Product Name & Image	Product Description	Quantity	GPM (Each)
W061	Daisy Raindrop™ 	A gentle splash of water falls from the clear dome “seedpod” atop the finely detailed petals of the Daisy Raindrop.	1	15
W056C(135)	Gravity Shooter™ designed for 135 Degree Horizontal Swing Splash Zone 	This sprayer emits a soft aerated stream of water and is available with 45 to 360 degree swing (operating range) in both planes - standard is 90° horizontal swing by 45° vertical swing. This unit is available with a hidden wireless activator for virtually instantaneous on/off operation. There are no pinch points. This feature is ideal for ages 5-12.	2	12
W238	Water Rings™ (4 Ring Assembly) 	Water Rings™ create screens of water through which children can maneuver. Rings can be individually piped or piped as a single unit. Four rings are standard.	1	40



W344	Duet Jet™ 	This ground spray feature emits two arching streams creating a water conserving crawl tunnel	4	6
W380	WaterWand™ Mini Series	This ground spray feature emits a single upward stream creating a water conserving jet effect. Design with multiple Water Wands to create mazes, chasing scenarios and more.	1	6
W380	WaterWand™ Mini Series 	This ground spray feature emits a single upward stream creating a water conserving jet effect. Design with multiple Water Wands to create mazes, chasing scenarios and more.	1	6
W125C	Simple Spray™ Water Conserving version 	Simple Spray™ Water Conserving version. This ground spray feature creates a water bouquet of arching streams.	6	3
W200	Plain Drain™ with 4" Slip Connection	Standard drain for 50 GPM, formed polyethylene sump, heavy duty FRP grate with skid resistant surface, strainer basket, 4" slip connection, stainless steel quick release clips. Meets ADA guidelines.	3	

DSC-8-16-A	Dynamic Sequencing Controller	UL-Listed Controller with 1 module for 8 hard-wired inputs, 1 module for 16 wired 24VAC outputs, Factory Mounted and Prewired to manifold assembly.	1	
W009	Touch & Go™ Bollard 	The Touch N' Go™ Activator is ideal for a interactive play experience. Our activation bollard is durable, reliable, low voltage & available in all standard colors.	1	
WVB-6272-8	Above Grade Utility Cabinet 	Above grade utility cabinet for housing manifolds and controls Above Grade 1/8" Aluminum 3R Utility / Valve Box, 60" x 72" x 24" with 2" Base Mounting Flange, Overlapping Doors, 3/4 Stainless Steel Handle with Padlock Hasp, Corbin #2 Lock, and Screened Louvers.	1	
DM-4000-12-BR-PM	4" Manifold 12 Ports Bronze Valves Floor/Panel Mount	4" Stainless Steel Manifold with 12 Ports, Bronze Valves (Sizes 1-2" varies per plan) Stainless Steel Floor/Panel Mount Stand. pressure gage, water hammer arrestor, hose bib	1	
05-0509	3" Pressure Reducing Valve	3" PRV30; 300GPM typical; Cast Bronze Pressure Reducing Valve, 10-35PSI output range; 36H Series 36H-200-02 factory set at 25PSI	1	

Olivehurst Public Utility District
Spray Park Project Walkthrough Checklist

Contractor: _____

Contractor Representative: _____

OPUD Representatives: _____

Location: _____

Electrical Connection: YES ____ NO ____

Water Connection: YES ____ NO ____

Sewer Connection: YES ____ NO ____

Comments:

I have personally witnessed all connection points referenced above as evident by my initials in the "Yes" block for each connection point. Furthermore, I have included any other site specific concerns in the "comments" section.

Contractor Signature: _____

OPUD Representative Signature: _____

Date of walkthrough: _____

Olivehurst Public Utility District

Project Reference Evaluation Sheet

Please complete information below and remit to: Swarnjit Boyal, Engineer
Email: sboyal@opud.org Fax: (530) 743-0323

Project: OPUD Spray Park Installation Owner: Olivehurst Public Utility District

Contractor:

The contractor named above listed you as a reference, please rate each category below with a score from 1 to 10 with 1 being least satisfied and 10 being most satisfied. Note: the contractor must receive a minimum score of 70% on this sheet to qualify for award of this contract.

Category	Score (1-10)
Communication — How well did the contractor communicate with you?	
Change Orders — Do you feel that any/all change orders proposed by the contractor were warranted?	
Was the construction site kept clean and orderly?	
Was the construction site kept safe?	
Did the contractor and work crew perform work in a safe manner?	
Did the contractor do a similar type of project for you?	
Was the contractor pleasant to work with? (i.e. were they frequently confrontational or did they listen to suggestions and requests respectfully)	
Did the contractor complete the project on time?	
Were there any liquidated damages paid by the contractor? (no = 10 and	
What is your overall score for the contractor's performance on the project?	

Notice of Exemption**Appendix E**

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

**CATEGORICAL EXEMPTION
AND
SUPPLEMENTAL CEQA ANALYSIS**

FOR THE

**OLIVEHURST COMMUNITY PARK
SPLASH PAD PROJECT**

OLIVEHURST PUBLIC UTILITY DISTRICT

1970 9th Avenue
Olivehurst, CA 95961

Prepared with the Technical Assistance of:



2934 Gold Pan Court, Ste. 3
Rancho Cordova, CA 95670

January 2022

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CATEGORICAL EXEMPTION AND SUPPLEMENTAL CEQA ANALYSIS

1. INTRODUCTION

The Olivehurst Public Utility District (OPUD or District), as Lead Agency under the California Environmental Quality Act (CEQA), proposes to construct and operate a new water feature (splash pad) in Olivehurst Community Park within the unincorporated community of Olivehurst in Yuba County. This report serves as the technical documentation of environmental analyses performed by Environmental Planning Partners, Inc. for the splash pad project. The intent of the following analyses is to determine whether the project is required to comply with CEQA requirements to prepare environmental documents or whether it is exempt from these duties.

Section 15300 of the State CEQA Guidelines states that:

Section 21084 of the Public Resources Code requires these Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA.

In response to that mandate, the Secretary for Resources has found that the following classes of projects listed in this article do not have a significant effect on the environment, and they are declared to be categorically exempt from the requirement for the preparation of environmental documents.

The exempted projects set forth in the CEQA Guidelines are described as being “Categorically Exempt.” The following class of projects identified in Section 15300 et seq. of the State CEQA Guidelines may be applicable to the proposed OPUD project:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Compliant types of projects under Class 1 include existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

The Guidelines also list a series of exceptions that govern whether a Categorical Exemption is appropriate under different circumstances. As set forth in Section 15300.2, exceptions that could prevent the use of a Categorical Exemption include: the location of the project; whether there are cumulative effects to which the project contributes; whether there are any significant environmental effects caused by implementation of the project; whether the project is near a scenic highway and could cause adverse visual effects; whether the project is located on a hazardous waste site; or whether there are historical resources that could be adversely affected by project implementation.

The intent of the following analysis is to determine whether the project qualifies for the identified exemption category described above, and whether any of the exceptions listed in the guidelines exist for the project. This report provides an introduction, project description, and an evaluation of the project’s consistency with CEQA requirements for Class 1 exemptions. The analysis concludes that the project is eligible for a Class 1 Categorical Exemption. A Notice of Exemption for the project has been approved by the OPUD.

2. PROJECT DESCRIPTION

Project Title:	Olivehurst Community Park Splash Pad Project
Project Location:	Olivehurst Community Park 1970 9 th Avenue Olivehurst, CA 95961
Assessor's Parcel Number:	012-240-010
Lead Agency Name and Address:	Olivehurst Public Utility District 1970 9 th Avenue Olivehurst, CA 95961
Contact Person / Phone Number:	John Tillotson Phone: (530) 743-4657
General Plan Designation:	Valley Neighborhood (<i>Yuba County General Plan</i>)
Zoning Category:	PF - Public Facilities District

PROJECT LOCATION

Olivehurst Community Park

The splash pad project site is situated within OPUD's Olivehurst Community Park. The site is located in Section 5, Township 14 North, Range 4 East Mount Diablo Base and Meridian, at approximately 39°05' 25.46"N, 121°32' 38.43"W. See Figure 1.

The park is situated in an area of low-density single-family residential housing and mobile home parks. Highway 70 lies to the east, the Olivehurst Fire Department is adjacent to the OPUD offices to the west, and a PG&E utility yard is located across 9th Avenue to the north.

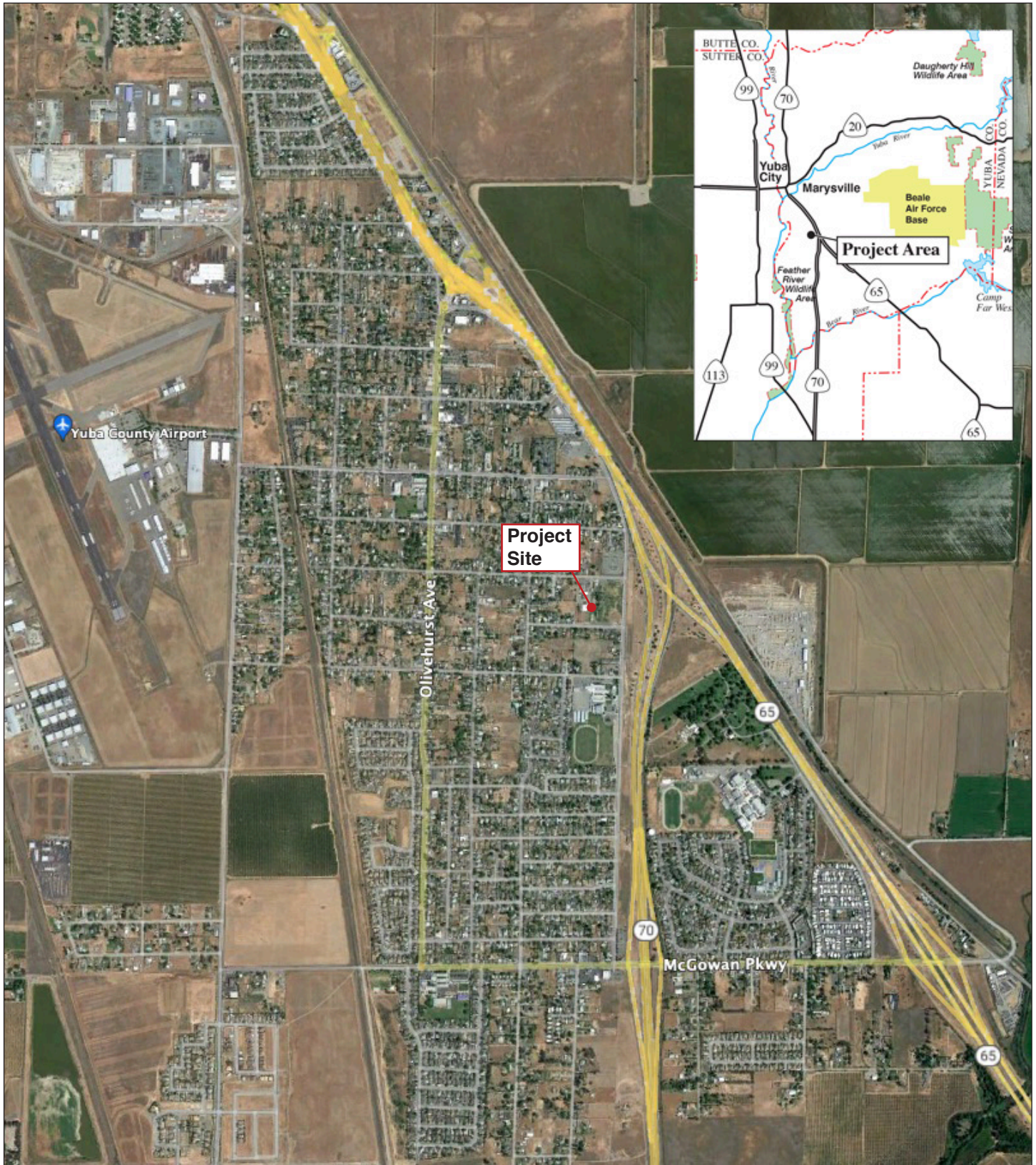
Splash Pad

The proposed splash pad project would be constructed within the park, to the south of the existing playground structure (see Figure 2). Water features would be installed within an approximately 960 square foot area, surrounded by a 5-foot over-spray zone. A proposed sidewalk would connect the splash pad area to the nearby walkway that traverses the park from north to south.

EXISTING SITE CONDITIONS

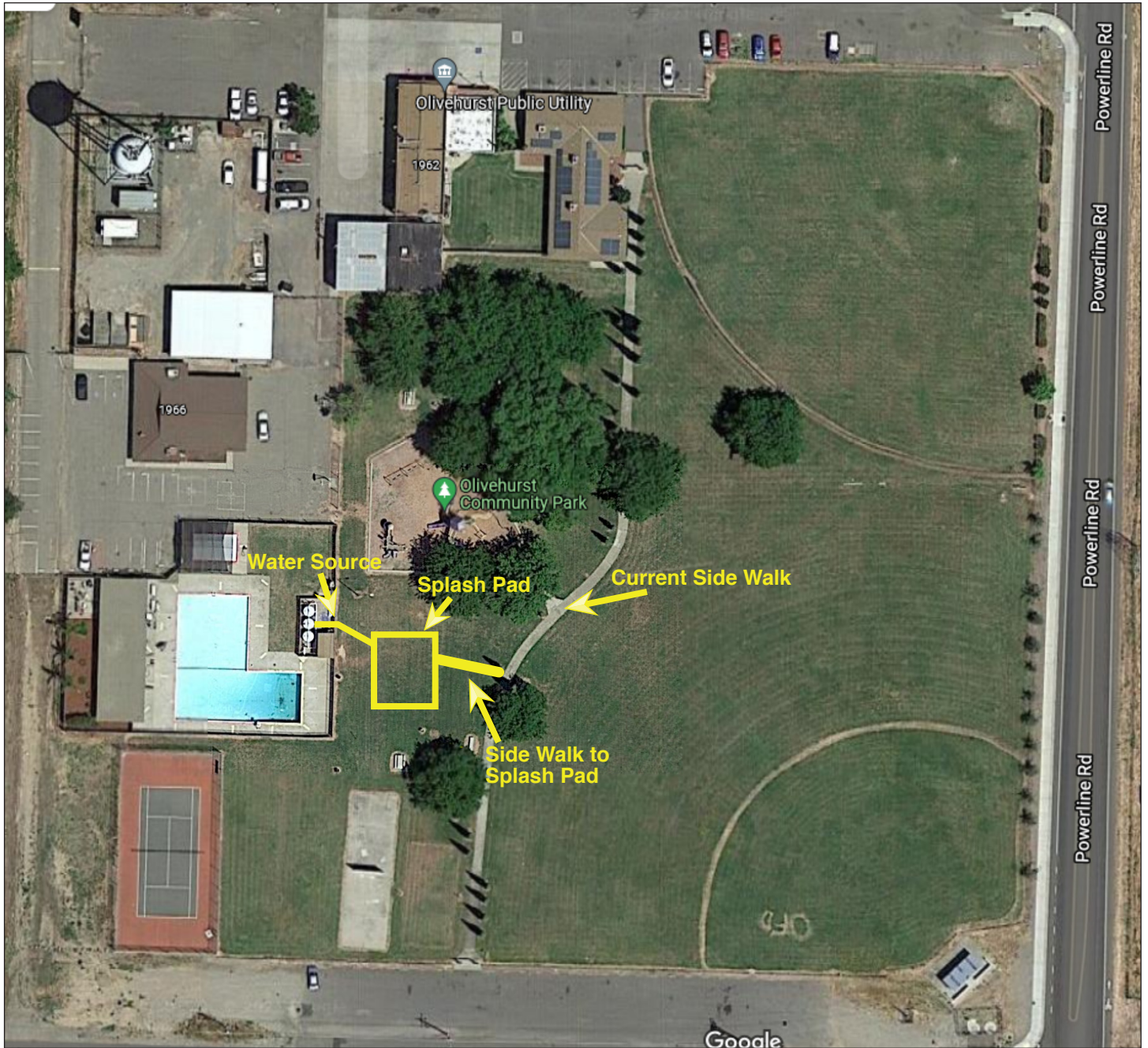
Olivehurst Community Park

The Olivehurst Community Park is located on 9th Avenue; the Olivehurst Public Utility District Offices are located in the northwest corner of the parcel. Facilities at the park include two baseball fields, play structures, a swimming pool, a tennis court and backboard, and picnic tables and benches.



SOURCE: Google Earth 2022; Planning Partners 2022

OPUD Splash Pad Project
Figure 1
 Regional Location



SOURCE: OPUD 2022; Planning Partners 2022

OPUD Splash Pad Project

Figure 2
Site Plan

OBJECTIVES

OPUD's goal is to promote a safe and fun recreation opportunity to users of the District's park.

PROJECT CHARACTERISTICS

OPUD proposes to construct a water play feature adjacent to an existing community swimming pool within Olivehurst Community Park. The water play feature, known as a splash pad, would be similar to an existing facility operated by OPUD within the Lindhurst Memorial Park in Olivehurst.

A splash pad is a recreation area for water play that has little or no standing water. Typically, there are ground nozzles that spray water upwards out of the splash pad's raindeck. There may also be other water features such as a rainbow, or mushroom- or tree-shaped showers. Some splash pads feature movable nozzles similar to those found on fire trucks to allow users to spray others. The splash pad is surrounded by an 5 foot wide over-spray zone that provides a dry walking area at the perimeter of the splash pad.

As proposed by OPUD, the splash pad, including an overspray zone, would be constructed within a 36 foot by 36 foot paved area (1,296 square feet) of Olivehurst Community Park. Within this larger area, the active splash pad would encompass 960 square feet. The splash pad would be a concrete pad, surfaced in a textured "cool deck" coating. Benches may be installed within the overspray zone. See Figure 3.

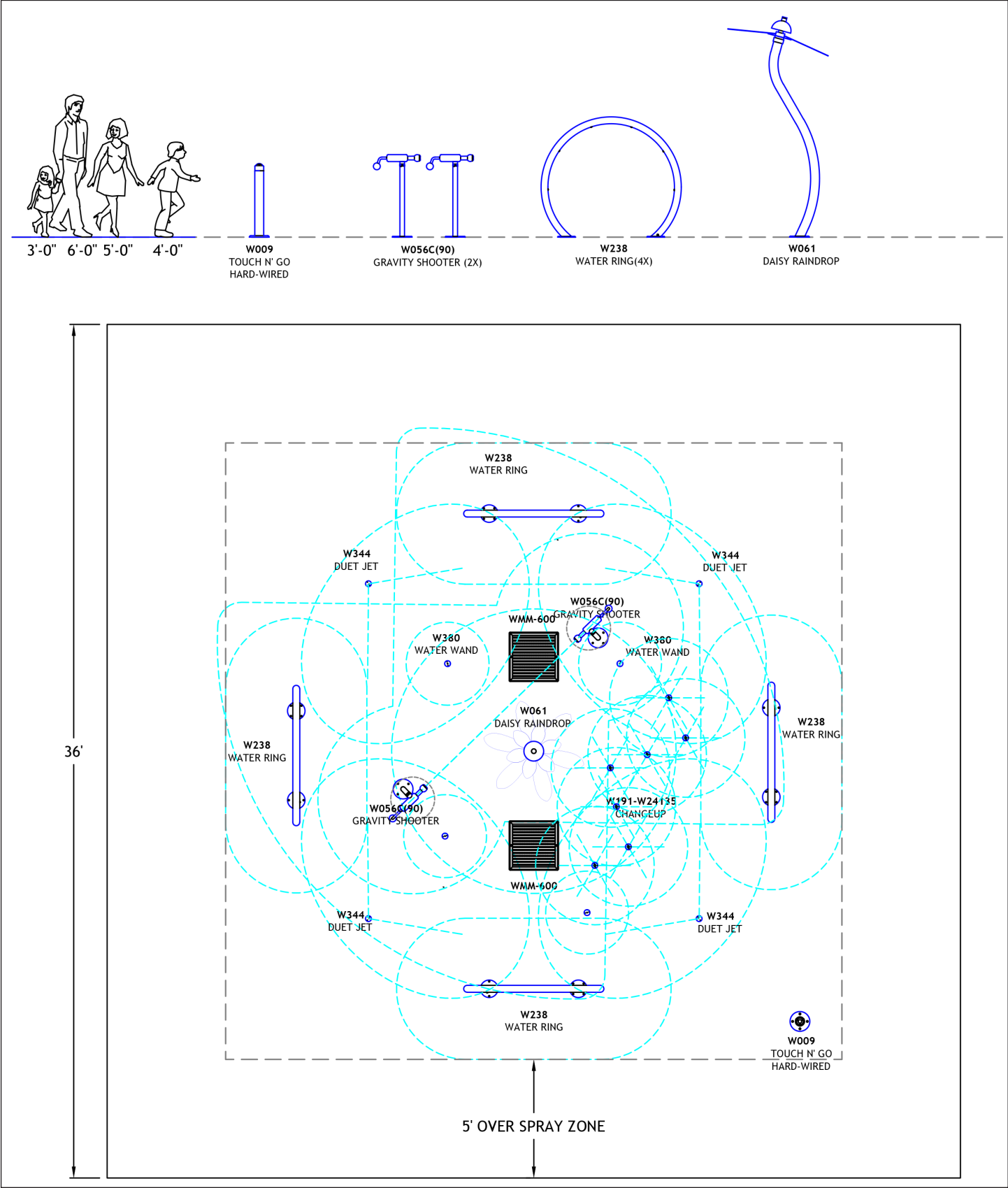
Outside the larger area, OPUD would construct a 4 foot by 47 foot walkway to connect the splash pad to the existing walkway system within the park. Implementation of the project would also result in the installation of two 25± foot long pipelines connecting the splash pad to existing water and wastewater facilities serving the community swimming pool. The existing water facilities would provide potable water to the splash pad; water drained from the pad after use would flow to OPUD's existing wastewater collection system.

The following splash pad components would be installed:

- Ground features to spray water upwards from the splash pad's deck. The amount of water sprayed from these facilities would range from 3 to 6 gallons per minute (gpm)
- Above ground features include those that create screens of water, those that release water from above, and movable nozzles emitting a soft stream of water that may be aimed. The amount of water sprayed from these facilities would range from 12 to 40 gpm.
- Activation controls to set the various water features in motion. Once activated by a user, the emitters would run for a limited time, with typically three to four minutes between splashes. The number of activations per hour would also be limited.

The splash pad would be operational from 11:00 a.m. to dusk during the summer months. Parking for users of the splash pad would be provided by existing parking available within the park.

The splash pad project would be constructed in a single phase over a period of 90 days beginning in Spring 2022. The marshaling yard for equipment and materials storage would be established within a previously disturbed or paved area of the park.



SOURCE: Fountain People, Inc. 2022; OPUD 2022

OPUD Splash Pad Project

Figure 3
 Splash Pad Layout

ENVIRONMENTAL COMMITMENTS

Based on the OPUD's experience with similar projects and regulatory requirements, the District has included the following environmental commitments on the project plans and all construction documents. These commitments will be implemented in the design, construction, and operation of the proposed splash pad project.

Air Quality

Construction of the project will be subject to Feather River Air Quality Management District (FRAQMD) rules in effect at the time of construction. OPUD will implement, or require its contractors to implement, all of the following construction phase Standard Mitigation Measures required by FRAQMD:

1. Implement the Fugitive Dust Control Plan.
2. Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0, Visible Emissions limitations (40 percent opacity or Ringelmann 2.0).
3. The contractor shall be responsible to ensure that all construction equipment is properly tuned and maintained prior to and for the duration of on-site operation.
4. Limiting idling time to 5 minutes – saves fuel and reduces emissions.
5. Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary power generators.
6. Develop a traffic plan to minimize traffic flow interference from construction activities, if necessary.
7. Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require California Air Resources Board (ARB) Portable Equipment Registration with the State or a local district permit. The owner/operator shall be responsible for arranging appropriate consultations with the ARB or the District to determine registration and permitting requirements prior to equipment operation at the site.

Cultural Resources

Prior to initiation of construction on the project site, OPUD will require that any construction or improvement plans contain a notation requiring that if any archaeological, cultural, historical resources, artifacts or other features are discovered during the course of construction anywhere on the project site, work shall be suspended in that location until a qualified professional archaeologist assesses the significance of the discovery and provides consultation with OPUD staff. Appropriate mitigation for curation or protection of the resources, as recommended by the archaeologist, will be implemented upon approval by OPUD. Further site work within the area of discovery will not be allowed until the preceding steps have been taken.

In addition, pursuant to §5097.98 of the California Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of any human remains, all work will stop and the County Coroner will be notified immediately. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission will be adhered to in the treatment and disposition of the remains.

Geology/Soils & Hydrology and Water Quality

Construction Water Quality

Yuba County's Phase II MS4 NPDES General Permit issued by the State Water Board requires the County to develop and maintain a program to assure that sediment and other pollutants from construction activities do not flow into the County's storm water drainage system and, subsequently, impact local receiving waters. The County's Permit requires that the owner of any construction project having soil disturbance to submit an Erosion and Sediment Control Plan (ESCP) to the County. The ESCP must both identify potential sources of erosion and sedimentation associated with the project and identify the control measures (best management practices or BMP) used to prevent erosion and control sedimentation within the project.

All construction projects that have soil disturbance and pass through plan check or the County's permitting process must develop an ESCP. Projects having less than 1 acre of soil disturbance must submit an ESCP using a worksheet provided by the County. The worksheet requires basic project and contact information, as well as basic site information including location, status, approximate start and end dates, and the area of soil disturbance. The BMPs that will be used during construction are also required to be identified. A basic site map showing the project boundaries, adjacent streets, storm drain inlets, placement of BMPs, and where construction work will be occurring is required to be included.

Noise

To reduce the effects of construction noise on affected residents, the OPUD or its contractor will implement the following measures for the proposed project:

1. All work necessary to implement the project will be performed between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.

3. ENVIRONMENTAL TOPICAL ANALYSES

Aesthetics

The project site is located in an urban area zoned for residential uses. No scenic highways are designated in the project vicinity (Caltrans 2021). All work would take place on the District's park parcel. There would be no change in visual resources upon completion of the project, and there would be no new sources of light or glare. There is no potential for impact with respect to these environmental resources.

Agricultural and Forestry Resources

As previously noted, the project site is located in an urban area zoned for residential uses. According to the California Department of Conservation, the area affected by the project is designated as Urban and Built-Up Land (DOC 2022). No important farmlands, agricultural activities, designated forest lands, or commercial forest activities exist in the project area. There is no potential for impact with respect to these environmental resources.

Air Quality

The project site is located in Yuba County, within the Sacramento Valley Air Basin (SVAB). Air quality within Yuba County is regulated under both federal and state Clean Air Acts by the Feather River Air Quality Management District (which includes Yuba and Sutter counties).

The proposed project includes construction of a water play feature within a 1,296 square-foot paved area. The individual components of construction emissions include employee trips, exhaust emissions from construction equipment, and fugitive dust emissions. Operation activities resulting in air emissions include vehicular trips generated by the water play feature and energy use.

To streamline the process of assessing significance of criteria pollutant emissions from commonly encountered projects, the FRAQMD has developed screening criteria by calculating the size of various land use projects that are estimated to exceed the thresholds of significance for criteria pollutants (see Table 5-1 of FRAQMD CEQA guidance¹). According to the screening criteria, no quantification of criteria pollutant emissions is needed for projects less than or equal to the size thresholds, by project size. The screening criteria land uses include a City Park with an 800-acre project size threshold; the proposed splash pad project size of approximately 0.03 acres would not exceed the threshold for this project type. Based on the project size, project specific construction and operation emissions of criteria pollutants are not expected to exceed FRAQMD significance thresholds of 25 pounds per day of NO_x or ROG, and 80 pounds per day of PM₁₀.

Based on review of the proposed project, environmental commitments related to air quality will appear on the project construction plans for the purpose of minimizing potential effects. With implementation of FRAQMD construction phase Standard Mitigation Measures as set forth as environmental commitments above, the project would be considered to have a less-than-significant impact on air quality.

Biological Resources

The project site is located in an urban area zoned for residential uses. All proposed work would take place within the District's park parcel. The California Department of Fish and Wildlife's California Natural Diversity Database was queried to determine the likelihood of occurrence for special-status species or sensitive and regulated habitats on the project site (CDFW 2021). Results showed the potential for presence of five species: a bird, the white tailed kite (*Elanus leucurus*); two species of vernal pool invertebrates, the vernal pool tadpole shrimp (*Lepidurus packardii*), and the vernal pool fairy shrimp (*Branchinecta lynchi*); and two plants associated with vernal pools, the veiny monardella (*Monardella venosa*) and Hartweg's golden sunburst (*Pseudobahia bahiifolia*). Hartweg's golden sunburst is considered to be endangered under both the federal and State Endangered Species Acts (ESA); the vernal pool tadpole shrimp is designated as endangered under the federal ESA; and the vernal pool fairy shrimp is identified as threatened. While not formally listed by either of the ESAs, the veiny monardella is listed by the California Native Plant Society. The white tailed kite has no formal listing.

¹ Indirect Source Review Guidelines: A Technical Guide to Assess the Air Quality Impact of Land Use Projects Under the California Environmental Quality Act. June 7, 2010. Feather River Air Quality Management District.

The two invertebrate and two plant species are associated with vernal pool habitats; however, because all construction activities would occur within a developed park, no vernal pools would be present on the project site. Thus, no habitat for these species is located within the area to be affected by the project.

A query of the United States Fish and Wildlife's (USFWS) Information for Planning and Consultation database resulted in the identification of 1 bird, 1 reptile, 1 amphibian, 1 fish, 1 insect, 3 crustaceans, and one plant identified as threatened or endangered (USFWS 2021). Except for one, all species identified are associated with water bodies (stream, lake, marshes) or vernal pools. No aquatic habitat or vernal pools occur in the project site or in areas that would be affected by project construction activities. The remaining species, the Valley Elderberry Longhorn Beetle, is associated with blue elderberry shrubs (*Sambucus nigra* ssp. *caerulea*). No elderberry shrubs are present on the project site. No critical habitats were identified by the USFWS in the project vicinity, and the National Wetland Inventory indicated that there are no known wetlands on the project site.

Because no sensitive biological resources exist in the project areas, there is no potential for impacts during project construction.

Cultural and Tribal Resources

Information regarding known cultural and historic resources within the project area was obtained from the California Historical Resources Information System, North Central Information Center (NCIC) in November 2021. According to information provided by the NCIC, no known cultural resources have been identified within the project area; one historic resource, the Olivehurst Water Tower located at 1492 9th Avenue, was identified (NCIC 2021). (For a depiction of the project area, see Figure 1.) No project activity would occur in the vicinity of the water tower, and it would be unaffected by the proposed project components.

Although there are no known cultural or tribal cultural resources within the project area with the exception of the water tower, and the splash pad would be installed within a previously disturbed area, the overall project area has been determined by the NCIC as having a high potential for location historic-period cultural resources. To avoid potential impacts to unknown cultural and historic resources, OPUD has developed the environmental commitment set forth above that will be included on the project's construction plans. Implementation of the measure will protect unknown cultural and tribal cultural resources through the implementation of appropriate protocols in the event of any inadvertent discovery during construction.

With implementation of the cited commitments, there would be no potential for impacts to unknown cultural and historic resources during construction related to the splash pad project.

Energy

Development of the proposed project would entail energy consumption that includes both direct and indirect expenditures of energy commonly associated with construction activities. Energy use from operations would increase with operation of the splash pad features. While implementation of the project would represent an increase in energy use during construction and operation, over the life of the project, energy would not be consumed in a wasteful or inefficient manner. There would be no potential for adverse impacts to energy use related to the splash pad project.

Geology and Soils

No geologic hazards that would be exacerbated by the proposed splash pad project are present in the project area (Yuba County 2011a). Construction and operation of the proposed project would not result in increased hazards. Temporary increases in the erosion of exposed soils during construction and installation of project components could result in minor on- or off-site water quality impacts, particularly if rainfall events occur during an active construction phase. However, OPUD has identified a number of requirements and stormwater management practices that would be instituted during the construction of the project. The OPUD would implement the construction environmental commitments set forth above. With implementation of the cited actions, there would be no potential for impacts during construction related to the splash pad project.

Greenhouse Gas Emissions

The FRAQMD, the local agency in charge of regulating air pollutant emissions in Yuba County, has not established specific thresholds applicable to GHG emissions or guidance for the evaluation of GHG emissions (FRAQMD 2010).

Greenhouse gas emissions would be generated from the proposed project during construction and operation. Temporary GHG emissions would occur during construction activities, predominantly from heavy-duty construction equipment exhaust and worker commute trips. Operational GHG emissions would result from energy use associated with operation of the splash pad; and from mobile sources associated with future visitor and employee vehicle trips.

According to the FRAQMD, the project size (0.03 acres) is substantially below the FRAQMD's screening level (800 acres of City Park) for projects expected to emit a substantial amount of criteria pollutants. Based on these numbers, and the fact that there would be minimal increase in operational air emissions with implementation of the proposed splash pad, the project is thereby excluded from the need to complete a quantitative air quality analysis (FRAQMD 2010). Similarly, the proposed project would make a relatively small contribution to GHG emissions. Therefore, GHG emissions were not quantified.

Considering the low level of GHG emissions from the proposed project, the GHG emissions associated with the proposed project construction would make a minor contribution to climate change. GHG emissions would not be expected to be significant, and the project would not be expected to make a substantial contribution to the cumulatively significant impact of global climate change.

Hazards and Hazardous Materials

The project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code (DTSC 2022). The nearest identified site to the proposed project site is the Yuba Gardens Intermediate School clean-up site, located approximately one quarter-mile to the south. Clean-up of the site was completed successfully and certified on July 23, 2010. According to the California Department of Toxic Substances Control, no further action was required.

Hazardous materials would be used during construction of the proposed project. Chemicals used in construction (fuels, lubricants, joint compounds) could be released to the environment if spilled. However, OPUD has identified a number of requirements and stormwater management practices that would be instituted during the construction. OPUD would implement the construction

environmental commitments set forth above. With implementation of the cited actions, there would be no potential for impacts during construction related to the splash pad project.

Hydrology and Water Quality

Implementation of the project would result in the installation of two 25± foot long pipelines connecting the splash pad to existing water and wastewater facilities that serve the community swimming pool. The existing water facilities would provide potable water to the splash pad; water drained from the pad after use would flow to OPUD's existing wastewater collection system.

Because all construction would occur within the District's developed park parcel, there would be no potential for project construction to adversely affect existing drainage patterns or facilities. No additional stormwater would be generated by the construction of the facilities.

Temporary increases in the erosion of exposed soils during construction of the splash pad could result in minor on-site water quality impacts, particularly if rainfall events occur during an active construction phase. However, the OPUD has identified a number of requirements and stormwater management practices that would be instituted during construction. The OPUD would implement the construction environmental commitments set forth above. With implementation of the cited actions, there would be no potential for impacts during construction related to the splash pad project.

Land Use and Planning

Because all proposed construction would take place within the District's park parcel, it would not divide the established community of Olivehurst. The proposed splash pad would be a recreational use consistent with the Yuba County zoning designation of "Public Facility," and the site's existing use as a public park. There would be no potential for impacts to land uses and planning policies with implementation of the project.

Mineral Resources

No mineral resources are located within the project areas (Yuba County 2011b). Thus, there would be no adverse effects to these resources.

Noise

There would be no noise or vibration effects generated by the operations of the proposed project.

Construction would temporarily increase noise levels in the vicinity of construction activities intermittently over the construction period. Construction activities would be considered an intermittent noise impact throughout the construction of the project, and would vary in their effects on nearby residents depending on the presence of intervening barriers or other insulating materials. All work would be performed between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. No weekend or holiday work is planned.

Based on General Plan policies and other considerations, Yuba County has established Noise Ordinance standards for noise levels from activities, including construction (Yuba County 2021). Maximum noise levels during project construction may be higher than Chapter 8.20.140 of the Yuba County Code would normally allow (60 dB - 7:00 pm to 10:00 pm.; 65 dB - 7:00 am to 7:00 pm). However, as set forth in the Yuba County Code:

8.20.310 Construction of Buildings and Projects

It shall be unlawful for any person within a residential zone, or within a radius of 500 feet therefrom, to operate equipment or perform any outside construction or repair work on buildings, structures, or projects or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction type device between the hours of 10:00 p.m. of one day and 7:00 a.m. of the following day in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance unless a permit has been duly obtained beforehand from the Director of the Planning and Building Services Department as set forth in Section 8.20.710 of this chapter. ...

To avoid potential adverse effects due to noise, environmental commitments as set forth above require OPUD to limit construction hours on a daily and weekly basis. This environmental commitment is the responsibility of the contractor; the requirement will appear on the project construction plans and be implemented during the construction period. Based on the foregoing, there would be no adverse effects to the noise environment.

Population and Housing

Activities related to construction of the splash pad may temporarily affect access to residences and other uses during the construction period. However, the period of impaired access would likely be limited to one day. No residences would be directly affected or removed by the construction project. Similarly, implementation of the project would not result in any increased capacity of the water system, nor would it remove any existing impediment to growth within the project area. Thus, construction and operation of the proposed project would not induce unplanned growth or divide an existing community. Based on the foregoing, there would be no adverse effects to the population or housing.

Public Services/Recreation/Utilities

The proposed splash pad project would not result in increased capacity for any public services or utilities, nor would it act to increase the demand of any services or utilities. Operation of the proposed project components would not result in any adverse effects to existing service levels or the need to provide additional public services or utilities. The proposed splash pad would be a recreational use consistent with the site's existing use as a public park

The existing water facilities at the Olivehurst Community Park would provide potable water to the splash pad; water drained from the pad after use would flow to OPUD's existing wastewater collection system. Prior to the beginning of construction, OPUD or its contractor will identify any existing utilities and their location in the proposed work area, and will locate new facilities where they will not interfere with existing facilities.

No new or physically altered governmental facilities or utilities would be necessary. During construction, care would be taken to avoid damaging existing utilities. Based on the foregoing, there would be no adverse effects to public services or utilities that would require new or expanded facilities. There would be no potential for impact.

Transportation

Construction and installation of the splash pad would occur within the District's park parcel.

During construction of the splash pad project there potentially could be temporary lane closures (though unlikely) that could cause delays and queuing of vehicle traffic, and thereby interfere with emergency access. If necessary, OPUD will implement the environmental commitment shown above that calls for a Traffic Control Plan to be prepared to minimize traffic flow interference from construction activities. Implementation of this environmental commitment would avoid adverse circulation effects, and there would be no potential for other circulation effects.

Wildfire

The city of Olivehurst is not located within a State Responsibility Area; rather, the community is located within a Local Responsibility Area (CALFIRE 2021). The Olivehurst Fire Department provides fire protection services to the project area. In the Olivehurst area, State Routes 65 and 70 have been identified as primary emergency evacuation routes (Yuba County 2011). No aspect of the proposed project would affect or interfere with these two routes. Because the proposed project is not located within a State Responsibility Area or an area of heightened wildfire risk, and emergency access would be maintained during the construction period, there would be no potential for environmental effects with respect to wildland fire hazards for the proposed project.

OTHER PUBLIC AGENCIES WHOSE REVIEW/APPROVAL IS REQUIRED

Review and/or approvals from the following additional agencies would be required:

- OPUD is requesting project funding from the California State Department of Parks and Recreation.
- Yuba County's Phase II MS4 NPDES General Permit will require OPUD to submit an Erosion and Sediment Control Plan to the County that identifies potential sources of erosion and sedimentation associated with the proposed project, and identifies the control measures used to prevent erosion and control sedimentation within the project.

4. CONSISTENCY ANALYSIS

APPLICABILITY OF THE CATEGORICAL EXEMPTION

Approval of the OPUD splash pad project would construct a water play feature within Olivehurst Community Park. Implementation of the splash pad project represents a minor alteration of an existing public facility. Facilities at the park include two baseball fields, play structures, swimming pool, tennis court and backboard, and picnic tables and benches. The construction of the splash pad would lead to a negligible increase in park capacity for recreational use. Further, as discussed below, none of the Categorical Exemption exceptions apply. Therefore, the proposed splash pad project meets the applicability requirements for a Class 1 Categorical Exemption pursuant to Sections 15300 and 15301 of the State CEQA Guidelines.

EXCEPTIONS TO APPLICABILITY OF THE CATEGORICAL EXEMPTION

The State CEQA Guidelines Section 15300.2(a) through (f) list exceptions to the applicability of the Categorical Exemption. The discussion below explains why each exception is inapplicable to the proposed project.

15300.2(a): Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

OPUD does not propose to adopt a Class 3, 4, 5, 6, or 11 Categorical Exemptions, and these classes of Exemptions are not applicable to the proposed project. Further, as set forth in the discussion below, there are no environmental resources of hazardous or critical concern in the project areas or on the project site that are designated or mapped, such as critical habitat for listed threatened or endangered species. The project site is located within a developed public park within a developed urban area, and there are no critical environmental resources, such as wetlands or wildlife, that would be affected by either the project.

Therefore, since there are no critical environmental resources on or near the project site, and no contamination has been recorded on the project site, this exception to a Categorical Exemption does not apply to the splash pad project.

15300.2(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Cumulative impacts are defined in the State CEQA Guidelines Section 15300.2(b) as “successive projects of the same type in the same place, over time.” In the case of the splash pad project, there is no existing splash pad in the project area. The addition of the splash pad to existing park facilities would not create a successive project of the same type in the same place. Therefore, there would be no impact of successive projects of the same type in the same place, over time. This exception would not apply to the proposed project.

15300.2(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed project involves the construction and operation of a water play feature; this action would not have a significant, adverse effect on the environment due to unusual circumstances. The circumstances of the proposed project are not considered unusual because the project site is the location of an existing community park, the splash pad will be located within an existing disturbed area. Therefore, there would be no significant impacts to natural resources or habitats, cultural resources, air resources, water quality, or noise with implementation of either project. The proposed project would not have a significant effect on the environment due to unusual circumstances. This exception would not apply to the proposed project.

15300.2(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

There are no state or locally designated scenic highways in the vicinity of the proposed project. (Caltrans 2011). Therefore, this exception would not apply to the proposed project.

15300.2(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code (DTSC 2022). Therefore, this exception would not apply to the proposed project.

15300.2(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The project site was the subject of a Cultural Resources investigation, and no known historically or culturally significant structures or resources have been identified within the area that would be affected by the project. Further, the proposed project would be constructed within a previously disturbed, developed area. Finally, while the area that would be affected by the project is in an area of potential unknown historical resources, OPUD has identified environmental commitments on project construction plans to protect such resources. Therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource. This exception would not apply to the proposed project.

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