

1 **MEMORANDUM OF UNDERSTANDING**

2 This Memorandum of Understanding (“**MOU**”) is made and entered into as of this ___ day of
3 _____, 2026 (“**Effective Date**”), by and among ESTOM YUMEKA MAIDU TRIBE OF
4 THE ENTERPRISE RANCHERIA, a federally recognized Indian tribe listed in the Federal
5 Register as Enterprise Rancheria of Maidu Indians of California (“**Enterprise**”),
6 OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating
7 under California Public Utilities Code sections 15501 et seq. (“**OPUD**”), and CITY OF
8 WHEATLAND, California (“**Wheatland**”).

9 The purpose of this MOU is to set forth how the parties will collectively fund a regional
10 wastewater project known as the South County Infrastructure Project (the “**Project**”).

11 OPUD provides wastewater services within its service area in Yuba County, California.
12 OPUD treats wastewater for disposal at the OPUD Wastewater Treatment Plant (“**OPUD**
13 **WWTP**”). OPUD WWTP has available treatment capacity to serve additional future
14 connections.

15 Wheatland provides wastewater services within its city limits in Yuba County, California.
16 Wheatland treats wastewater for disposal at the Wheatland Wastewater Treatment Plant
17 (“**Wheatland WWTP**”). Wheatland WWTP is aging, has limited treatment capacity to
18 accommodate additional growth, and does not meet current standards for disposal of
19 municipal wastewater. Wheatland WWTP is also located on the river side of the Bear River
20 Levee, leaving the plant vulnerable to potential flood risks.

21 In 2019, Wheatland commissioned a Wastewater Treatment Alternatives Analysis report to
22 explore options for upgrading the Wheatland WWTP. That report concluded that the most
23 feasible option for upgrading the Wheatland WWTP would be to develop facilities to convey
24 untreated wastewater to OPUD or a neighboring agency for treatment and disposal.

25 The parties have proposed the Project in response to the need to develop a regional
26 wastewater conveyance system to serve Wheatland, and OPUD, Enterprise, and the Yuba
27 Sports and Entertainment Zone (“**YSEZ**”) The Project design includes two phases for
28 development of the improvements. “**Phase 1**” of the Project generally includes new pump
29 stations and pipelines to convey untreated wastewater from Wheatland, up Rancho Road
30 adjacent to the YSEZ, to OPUD WWTP to handle Wheatland’s wastewater. “**Phase 2**” of the
31 Project generally includes a new pump station and pipelines to convey untreated wastewater
32 north along Forty Mile Road adjacent to the YSEZ to Rancho Road, where it would connect
33 to the Phase 1 improvements. Phase 2 also includes a new water main along Forty Mile
34 Road adjacent to the YSEZ, up Rancho Road, to the existing OPUD water system. Maps
35 showing the Project improvements in two phases are attached hereto as **Exhibit A**.

1 Yuba Water Agency, Wheatland, OPUD, and the County of Yuba have previously funded
2 aspects of the Project’s design, construction, engineering and environmental analysis.

3 Wheatland and OPUD applied to the State Water Resources Control Board for Project
4 funding grants. The State Water Resources Control Board has indicated it intends to make a
5 \$75 million award to Wheatland for the Project, but the State Board has not made a final
6 grant award.

7 The parties have completed their obligations under the California Environmental Quality Act
8 (“**CEQA**”). On February 28, 2023, Wheatland certified an Environmental Impact Report for
9 the Project (SCH 2021110022) under CEQA. On April 20, 2023, OPUD certified a Negative
10 Declaration (SCH 2023030233) for the Project.

11 The parties hereby agree:

12 Article 1
13 PROJECT FUNDING

14 1.1. **Phase 1 Project Contracts.** (a) Phase I of the Project consists of two sets of
15 capital improvements that are expected to be constructed under separate construction
16 contracts and proceed generally concurrently. The two construction contracts and their
17 estimated not-to-exceed costs are:

- 18 (1) Wheatland Pump Station and Pipelines (“**Construction Contract No. 1**”), confirmed
19 by bid to cost \$54,200,000 and further described in Attachment A;
- 20 (2) OPUD Pump Station and Pipelines (“**Construction Contract No. 2**”), estimated to
21 cost \$49,400,000 and further described in Attachment B;
- 22 (3) Construction Management of Contracts No. 1 & 2, estimated to cost \$9,000,000 plus a
23 contingency for Contracts No. 1 & 2 of \$3,000,000, resulting in an estimated total cost
24 for the Project of \$115,600,000 and,

25 (b) The parties anticipate that these capital improvement cost estimates will
26 be updated following execution of this MOU. If these updated cost estimates exceed the
27 estimated costs in subsection (a), the parties will meet and confer with each other to prepare
28 and execute the necessary amendments to this MOU to incorporate these updated cost
29 estimates.

30 1.2. **Construction Contract No. 1.** (a) The parties agree that the Construction
31 Contract No. 1 improvements will be funded by the following sources:

- 32 (1) Wheatland will contribute \$5,200,000 from existing cash on hand.
- 33 (2) A portion of the anticipated State Water Resources Control Board grant, subject to the
34 Board making a final grant award and these parties approving one or more grant
35 agreements for the Project.

1 (3) A loan from Enterprise with the total amount available to Contracts No. 1 & 2 not to
2 exceed \$10,000,000. Article 3 states the key material loan terms. This loan amount is
3 subject to reduction if any of the parties generates additional funds from grants or any
4 other available sources available for the Project.

5 (4) Collection of advance payment of conveyance fees paid by private entities that total
6 the amount necessary to meet the funding needed for Contract No. 2 expenses.

7 (b) Wheatland is responsible for designing, constructing, operating, and
8 maintaining the Construction Contract No. 1 improvements.

9 1.3. **Construction Contract No. 2.** (a) The parties anticipate that the Construction
10 Contract No. 2 improvements will be funded by the following sources:

11 (1) A portion of the anticipated State Water Resources Control Board grant, subject to the
12 Board making a final grant award and these parties approving one or more grant
13 agreements for the Project.

14 (2) A loan from Enterprise with the total amount available to Contracts No. 1 & 2 not to
15 exceed \$10,000,000. Article 3 states the key material loan terms. This loan amount is
16 subject to reduction if any of the parties generates additional funds from grants or any
17 other available sources available for the Project.

18 (3) Collection of advance payment of conveyance fees paid by private entities that total
19 the amount necessary to meet the funding needed for Contract No. 2 expenses.

20 (b) OPUD is responsible for designing, constructing, operating, and
21 maintaining the improvements, except for the portion of the improvements to be maintained
22 by Wheatland, for which Wheatland will be solely responsible for maintenance.

23 1.4. **Phase 2 Project Contracts.** (a) Phase 2 of the Project consists of two sets of
24 capital improvements, including one for wastewater and one for water along Forty Mile Road,
25 adjacent to the YSEZ, that are expected to be constructed under separate construction
26 contracts and proceed generally concurrently.

27 (b) The construction contracts and their estimated not-to-exceed costs will
28 be prepared following completion of the engineering and design for the Phase 2
29 improvements. Total construction costs of the water and wastewater improvements are
30 currently estimated at \$25,538,000 and \$10,970,000 respectively, for a total construction cost
31 of \$36,388,000. In addition, other costs necessary to complete the design, acquire permits,
32 and provide for project management and inspections are estimated together at \$5,178,000.
33 A summary of Phase 2 construction costs, schedule, and design and construction
34 management and inspection costs is attached hereto as **Exhibit B**.

35 (c) OPUD, in consultation with Enterprise, will proceed with the Phase 2
36 improvements concurrently with the Phase 1 improvements provided sufficient funding
37 commitments to construct the improvements are obtained.

- 1 (6) the loan does not encumber any existing revenues of the parties;
- 2 (7) if a party forms an Enhanced Infrastructure Financing District to raise revenue to fund
3 infrastructure that includes any or all of the Construction Contract No. 1 or 2 facilities,
4 the portion of revenue attributable to said facilities shall be paid to the lender.
- 5 (8) if a party forms a community facilities district and issues special tax bonds for new
6 development that relies on the Project improvements, and should a portion of the bond
7 proceeds be used to prepay any connection fees otherwise pledged to the lender, that
8 portion of those bond proceeds shall be paid to the lender; and
- 9 (9) if the parties issue bonds secured by sewer service charges from new special sewer
10 service areas, and bond proceeds are used to provide funding for capacity for new
11 development, then at least 20% of such proceeds used for new development capacity
12 must be used to repay the loan.

13 3.3. **Loan Accounting.** Enterprise will calculate the loan balance for the Phase 1
14 improvements and provide an updated balance to the parties at least once each fiscal year.

15 3.4 **Phase 2 Loans.** Enterprise and OPUD shall negotiate and enter into one or more
16 agreements to provide for the repayment and/or reimbursement of any funding advanced by
17 Enterprise for the Phase 2 improvements. The purpose of the agreement(s) will be to ensure
18 that Enterprise is only responsible financially for its direct use of the Phase 2 improvements,
19 and that the remaining share of costs are paid by the beneficial users of those improvements.
20 The agreement(s) will identify and implement potential funding streams for the Phase 2
21 improvements such as connection fees, development agreements, community facilities
22 districts, enhanced infrastructure financing districts, grants, conveyance fees, and other
23 financing tools for public infrastructure. The agreement(s) will further establish the timing and
24 reimbursement mechanism for reimbursement or repayment of funding advanced by
25 Enterprise for the Phase 2 improvements.

26 Article 4
27 OTHER FUNDING

28 4.1. **Prepaid Fees.** (a) OPUD or Wheatland may enter into prepaid Conveyance
29 Connection fee and loan agreements with willing property owners within OPUD's or
30 Wheatland's service area who desire to prepay for future wastewater conveyance system
31 connections. The funds generated from these potential agreements that exceed the amounts
32 necessary to complete Contracts No. 1 and 2 will first be used to reduce the principal amount
33 of the Enterprise loan for Phase 1 prior to any other use.

34 (b) Any prepaid Conveyance Connection fee agreements will include the
35 following key material terms:

- 36 (1) the purchaser shall be entitled to connect to Wheatland's wastewater conveyance
37 system following completion of Phase 1 of the Project, subject to available OPUD
38 WWTP capacity at the time of connection to the Project and the terms of this section
39 4.1;

- 1 (2) the prepaid Conveyance Connection fee shall be considered appurtenant to the
2 purchaser's property and evidenced by documentation recorded by OPUD or
3 Wheatland against the benefitted property; and
- 4 (3) the purchaser may transfer a prepaid Conveyance Connection fee to another user,
5 subject to written consent of OPUD or Wheatland if the fee is transferred separately
6 from the purchaser's property. Such transfer shall be evidenced by documentation
7 recorded by OPUD or Wheatland against the property releasing the interest in the
8 prepaid Conveyance Connection fees and against the property receiving the interest in
9 the prepaid Conveyance Connection fees. Without such written consent, neither
10 Wheatland, nor OPUD is obligated to honor any prepaid Conveyance Connection fee if
11 not used by the owner to whom it was originally issued. OPUD or Wheatland shall
12 record documentation of the release of some or all of the prepaid connection fees, as
13 appropriate, at the time of connection of the subject property to the Project.

14 (c) Wheatland shall not sell more than the equivalent of 5,000 EDU in
15 prepaid connections.

16 (d) Wheatland shall provide notice and a copy of all documents recorded
17 pursuant to this Section 4.1 to OPUD as set forth in Section 7.9.

18 4.2. **Loans.** (a) OPUD and Wheatland may enter into loan agreements with willing
19 lenders to fund the Phase 1 improvements for the Project. Any funds generated by these loan
20 agreements in excess of the \$10,000,000 loan from Yuba County will reduce the amount of
21 loan principal to be lent by Enterprise under the Enterprise loans described in Article 3.

22 (b) Any loan agreements under this section shall include the following
23 significant terms:

- 24 (1) the borrower, OPUD or Wheatland, will repay the Enterprise loan when it receives
25 future conveyance fees for use of the Project, with repayment of principal and interest
26 on the Enterprise loan in the first position with priority over the repayment of any other
27 loans for the Project; and
- 28 (2) all of the common loan terms in section 3.22.

29 Article 5
30 CAPACITY

31 5.1. **OPUD WWTP Capacity.** OPUD will monitor treatment capacity for its WWTP
32 on at least a semi-annual basis and report the results to the parties. OPUD will commence
33 work to expand treatment capacity as needed on a best-efforts basis.

34 5.2. **Transmission Capacity.** Wheatland will monitor capacity in the Construction
35 Contract No. 1 transmission improvements on at least a semi-annual basis and report the
36 results to the parties. Wheatland will commence work to design and construct a second
37 transmission line as needed on a best-efforts basis.

1 Article 6
2 OTHER OBLIGATIONS

3 6.1. **Quarterly Reports.** Wheatland must submit quarterly reports to Enterprise
4 outlining progress made during the quarter for each of the Phase 1 Project tasks. Each
5 quarterly report shall provide a summary of expenses during the quarter and the grant in
6 total. Quarterly reports are due within 45 days after the end of each quarter.

7 6.2. **Final Report.** Wheatland shall submit a final report to Enterprise. The final
8 report shall demonstrate the beneficial use of Enterprise funds and successful completion of
9 Phase 1 of the Project. The final report is due within 60 days of the Termination Date.

10 6.3. **Project Records.** (a) Wheatland shall keep and maintain accurate bookkeeping
11 records, accounts, and documents related to the payment of vendors, contractors, suppliers,
12 and others who perform the work on the Project, including all invoices, receipts, canceled
13 checks, contracts, purchase orders, and other source documents.

14 (b) These records shall be retained for a period of not less than three years
15 from the final grant payment. These records shall be accessible and available for inspection
16 or audit by Enterprise, or by its employees, accountants, attorneys or agents, at reasonable
17 times and upon reasonable notice.

18 (c) As required by Government Code section 8546.7, this MOU and
19 performance and payments under it are subject to examination and audit by the State Auditor
20 General for three years following final disbursement by Enterprise.

21 6.4. **Legal Compliance.** (a) OPUD and Wheatland shall complete the Project in
22 compliance with all applicable federal, state and local laws, regulations and codes, including
23 acquisition of and compliance with all required permits, licenses, entitlements and
24 authorizations.

25 (b) OPUD and Wheatland shall comply with the terms of any CEQA
26 mitigation, monitoring, and reporting requirements imposed by any CEQA agency for the
27 Project.

28 6.5. **Labor Code Compliance.** OPUD, Wheatland, and any parties they contract
29 with for use of County funds, including contractors, subcontractors, and subgrantees, shall
30 comply with the Labor Code provisions concerning payment of prevailing wage rates,
31 penalties, employment of apprentices, hours of work and overtime, keeping and retention of
32 payroll records, and other requirements applicable to public works as may be required by the
33 Labor Code and applicable state regulations. See California Labor Code division 2, part 7,
34 chapter 1 (sections 1720-1861), which are incorporated in this MOU by this reference.

35 Article 7
36 DISPUTES AND TERMINATION

37 7.1. **Term.** The term of this MOU runs until _____ (**Termination**
38 **Date**) unless earlier terminated by mutual agreement or by Enterprise under section 7.3.

1 7.2. **Inspections.** Enterprise reserves the right to inspect any portion of the Project
2 to determine whether it is being performed in accordance with this MOU. Enterprise may
3 withhold payments if it finds a violation of this MOU until the party in violation remedies the
4 violation.

5 7.3. **Termination by Enterprise.** Enterprise may terminate this MOU by providing
6 notice of termination at any time prior to State Water Resources Control Board entering into
7 one or more grant agreements for the Project as described in subsection 1.2(a).

8 7.4. **Default by a Party.** (a) A party will be in default under this MOU if any of the
9 following occur:

- 10 (1) substantial breaches of this MOU by a party;
- 11 (2) a party making any false statement with respect to this MOU, or the information
12 submitted to another party to obtain this MOU;
- 13 (3) a party files or there is filed against a party a bankruptcy petition (unless, in the case of
14 a petition filed against a party, the same is dismissed or stayed within 60 days of
15 filing);
- 16 (4) a party makes an assignment for the benefit of creditors;
- 17 (5) a party becomes insolvent or a material adverse change in a party's financial condition
18 occurs;
- 19 (6) a party applies for or consents to the appointment of a receiver, trustee, or
20 conservator, or such appointment is made without the party's consent and is not
21 vacated within 60 days; or
- 22 (7) a party files a petition or resolution of application for reorganization.

23 (b) A non-defaulting party will provide notice of default to a party and provide
24 the defaulting party at least ten calendar days to cure the default. If the defaulting party fails
25 to cure the default within the time prescribed, the non-defaulting party may terminate this
26 MOU.

27 7.5. **Mandatory Mediation.** If a dispute arises out of or relates to this MOU, and the
28 dispute cannot be settled through negotiation, the parties must first try in good faith to resolve
29 the dispute through non-binding mediation before resorting to litigation. If any party
30 commences an action without first submitting the matter to mediation, or any party refuses to
31 mediate after a request has been made, then that party shall not be entitled to recover
32 attorneys fees even if they would otherwise be entitled to such fees.

33 7.6. **Consequential Damages Waiver.** In no event will either party be liable for any
34 loss of profit, indirect, incidental, special, punitive, or consequential damages arising out of or
35 relating to this MOU.

- 1 (1) Attachment A, Scope of Work for Construction Contract No. 1;
- 2 (2) Attachment B, Scope of Work for Construction Contract No. 2
- 3 (3) Appendix A, Maps of Phase 1 and Phase 2 improvements

4 8.3. **Entire Agreement; Amendment.** The parties intend this writing to be the sole,
5 final, complete, exclusive and integrated expression and statement of the terms of their
6 contract concerning the Project. This MOU supersedes all prior oral or written negotiations,
7 representations, contracts or other documents that may be related to this MOU, except those
8 other documents (if any) that are expressly incorporated in this MOU. This MOU may be
9 amended only by a subsequent written agreement approved and signed by all parties.

10 8.4. **Assignment.** This MOU and all rights and obligations under it are personal to
11 the parties. The MOU may not be transferred, assigned, delegated or subcontracted in whole
12 or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by any
13 party without the prior written consent of the other parties. Any transfer, assignment,
14 delegation, or subcontract in violation of this provision is null and void and grounds for
15 another party to terminate the MOU.

16 8.5. **No Third-Party Beneficiaries.** This MOU is intended solely to benefit the
17 parties and is not for the benefit of, and does not confer any rights on, any non-parties.

18 8.6. **Signatories.** Each party warrants that the person signing this MOU is
19 authorized to act on behalf of the party for whom that person signs. This MOU may be
20 executed in two or more counterparts, each of which shall be deemed an original, but all of
21 which together shall constitute the same instrument. Counterparts may be delivered by
22 facsimile, electronic mail (including PDF or any electronic signature complying with
23 California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any
24 other applicable law) or other transmission method. The parties agree that any electronic
25 signatures appearing on the MOU are the same as handwritten signatures for the purposes
26 of validity, enforceability, and admissibility.

27 The parties are signing this MOU effective on the date stated in the introductory clause.

ESTOM YUMEKA MAIDU TRIBE OF THE
ENTERPRISE RANCHERIA

By: _____
Chairperson, Enterprise Rancheria

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
Chair, Olivehurst Public Utility District

CITY OF WHEATLAND

By: _____
Mayor, City of Wheatland

DRAFT

Attachment A

Scope of Work for Construction Contract No. 1

- 1
- 2
- 3 (1) Wastewater force main - Segment 1 (8,768 linear feet (LF)).
- 4 (2) Wastewater force main - Segment 2 (13,138 LF).
- 5 (3) Wastewater force main – Segment 3 (18,910 LF).
- 6 (4) Stormwater culvert replacement.
- 7 (5) Water main extension (4,000 LF) and booster pump station.
- 8 (6) Pipeline erosion control.
- 9 (7) Pump Station No. 1 (including influent sewer modifications, existing PS demolition,
10 storage tanks, control building, odor control, generator, yard piping, yard
11 improvements and landscaping).
- 12 (8) Pump Station No. 2 (including sewer and force main, influent splitter, biofilter, storage
13 tanks, equalization tanks (2), lab building, maintenance building, well, water main,
14 water storage tank, booster PS, yard piping, yard improvements and landscaping).
- 15 (9) Pump Station No. 3 (including control building, sewer and force main, control building,
16 yard piping, yard improvements and landscaping).
- 17 (10) Control panel and SCADA upgrades at existing lift stations.

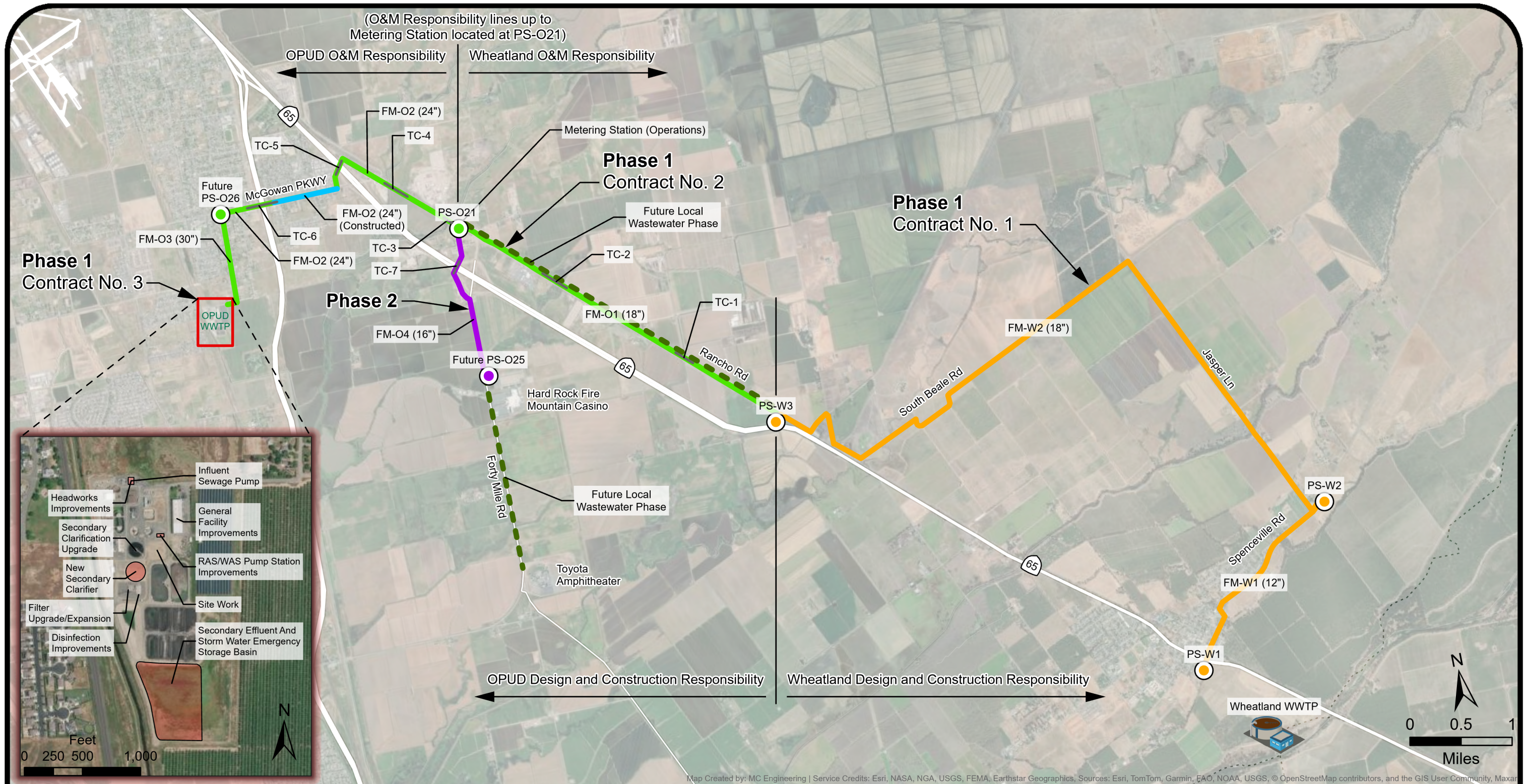
Attachment B

Scope of Work for Construction Contract No. 2

- 1
- 2
- 3 (1) Wastewater force main – OPUD Access Road (1,400 LF).
- 4 (2) Wastewater force main – Mary Avenue (3,700 LF).
- 5 (3) Wastewater force main - McGowan Parkway (6,900 LF).
- 6 (4) Trenchless crossing SR70 at McGowan Parkway.
- 7 (5) Wastewater force main – Olive Avenue (1,100 LF).
- 8 (6) Trenchless crossing SR 65 (1,100 LF).
- 9 (7) Wastewater force main – Rancho Road (20,700 LF).
- 10 (8) Wastewater force main – Shimer Road (2,100 LF).
- 11 (9) Trenchless crossing SR 65 (900 LF).
- 12 (10) Trenchless crossing - Hutchinson Creek.
- 13 (11) Trenchless crossing Reeds Creek.
- 14 (12) Wastewater force main – Slaughterhouse Road (2,000 LF).
- 15 (13) Pump Station 21 (including grading, influent sewer and manhole, wet wells A &B,
16 flushing system, odor control beds, piping, force main, valves and fittings, yard piping
17 and improvements).
- 18 (14) Two trenchless crossings of Kimball Creek at Rancho Road (HDD) and Virginia Creek
19 at Rancho Road (Pipe RAM).
- 20 (15) Existing Pump Station No. 2 rehabilitation and force main connection.

Exhibit A

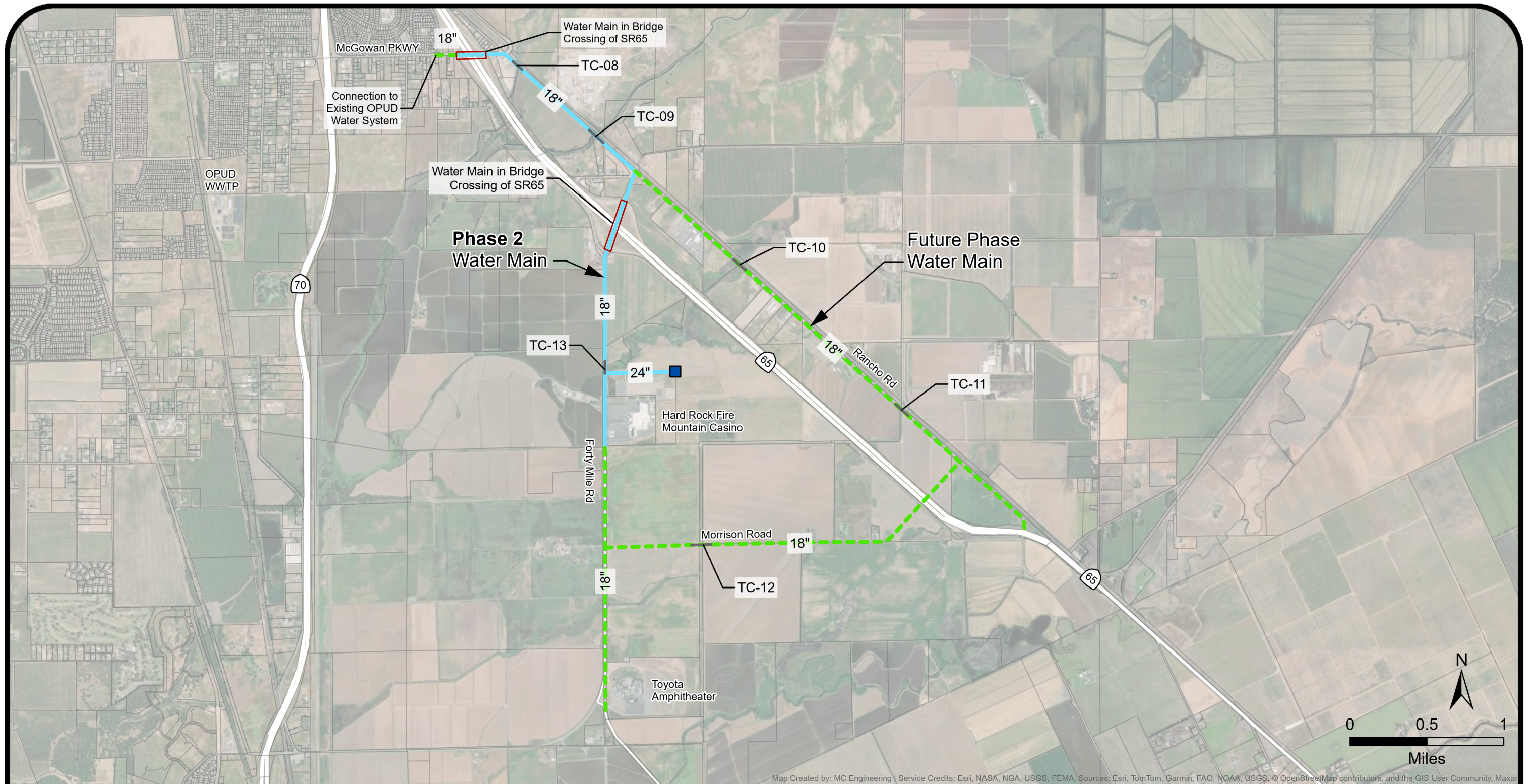
(attached)



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WHEATLAND OPUD REGIONAL WASTEWATER TRANSMISSION AND TREATMENT FACILITIES PROJECT (JULY 2025)

- Legend:**
- Phase 1: Contract No. 1 Wheatland (Pump Stations(PS)/Force Main(FM))
 - Phase 1: Contract No. 2 OPUD (Pump Stations(PS)/Force Main(FM))
 - Phase 1: Contract No. 3 OPUD WWTP
 - Phase 2: Wastewater
 - - - Future Wastewater
 - Regional Trenchless Crossing (TC)
 - Existing Facilities (Force Main(FM))
 - WWTP: Waste Water Treatment Plant



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WHEATLAND OPUD REGIONAL WASTEWATER TRANSMISSION AND TREATMENT FACILITIES PROJECT PHASE 2 AND FUTURE WATER MAINS (JULY 2025)

Legend:

- Phase 2 Water Mains
- - - Future Phase Water Mains
- Trenchless Crossing (TC)
- Water Well Site
- Bridge Crossing

Exhibit B

(attached)

Summary of Phase 2 Construction Costs, Schedule, and Design and Construction Management and Inspection Costs

General

OPUD has requested information on the costs and schedule required to complete Phase 2 improvements. Those improvements are generally shown on the attached figures and are intended to represent the costs of an initial improvement program that would provide water and sewer services to a portion of the Sports and Entertainment Zone. The sewer map shows an incorrect location for PS 25; it is now located just northerly of the Casino, just west of the proposed Water Well and Storage Tank location shown in the second figure. And the water pipelines south of the PS 25 location in Forty Mile Road are eliminated, but sewer extends southerly to the shown end point of the water line on Forty Mile Road.

Estimated Construction Costs

Total Construction Costs are estimated at \$36,388,000 for both water and sewer improvements as shown in Tables 1 and 2. These costs are rough order of magnitude costs and are subject to change as more information becomes available. They were developed from preliminary plans and specifications prepared in late 2022, and only a limited update of those dated costs has been conducted for this evaluation. Many factors are impacting pricing in the current environment and changes are likely.

Table 1. Phase 2 Improvements for South Yuba County - Water Estimated Construction Costs

Cost Element	Forty Mile Road - Water	Rancho Road - Water	McGowan Parkway - Water	Tunneled Crossings - Water	Water Well Service Main	Water Well Site	Total
Total Estimated Construction Cost at Midpoint of Construction - Water	\$3,465,000	\$3,051,000	\$1,250,000	\$8,040,000	\$964,000	\$8,768,000	\$25,538,000

Table 2. Phase 2 Improvements for South Yuba County - Sewer Estimated Construction Cost

Cost Element	Forty Mile Road - Sewer	Tunneled Crossings - Sewer	PS 25	Total
Total Estimated Construction Cost at Midpoint of Construction - Sewer	\$2,250,000	\$5,840,000	\$2,700,000	\$10,790,000

Other Costs

In addition to construction costs there are other costs that need to be considered in the total program costs. Principal other costs include design completion costs, permitting costs, and costs for construction management and inspection (to include bid and award services). There may be some other agency costs for plan check and inspection by Yuba County, and those are not included in the costs presented below.

Design and Permitting Costs for Phase 2 Improvements

Description	Estimated Cost
Design Completion	\$1,250,000
Permit Acquisition (including CUPA work with Caltrans)	\$290,000
Allowance for CM and Inspection (10% of const)	<u>\$3,638,000</u>
Total Estimated Other Costs	\$5,178,000

Costs above do not include a plan check and costs required by Yuba County, if any. Land acquisition is also not included, but should be minimal

Schedule

From a schedule perspective there are three general phases of work that need completion. The first includes discussion among the Stakeholders to determine whether to complete the Phase 2 water and sewer improvements. No estimate of that first phase of work is provided in this assessment.

Assuming that a decision is made to complete the work, then design and permitting work then needs to be completed. That phase would be followed by the construction phase.

Some details associated with those latter two phases are noted below:

Because the water well design is contingent on final testing of the drilled well there will be additional design and construction phase delays for the water well and tank work. It is therefore suggested that two design packages be prepared for bidding. One for the water well and tank, and the other for all pipelines and other improvements required for Phase 2 work

Pipelines and Sewer Pump Station Design Schedule: As previously noted during earlier design preparation, Caltrans will require a separate CEQA document for the use of their existing SR 65 crossings as conduits for water lines. The expected time period for Caltrans to complete their work is approximately 12 months (assuming two months for the preparation of a submittal for their review). This Caltrans work will be on the critical path for completion of the Pipelines and Pump Station contract, so a 12 month period for completion is assumed.

Water Well and Water Tank Design Schedule: An initial contract for well drilling and testing of the water supply is proposed. The resultant water testing will determine if treatment is required; preliminary water quality testing suggests that treatment may not be required, but

this needs confirmation. Construction costs identified above assume no treatment. After receipt of water quality testing, final design can commence. Initial well drilling and testing could require up to 12 months, and subsequent final design is assumed to require another 8 months, for a total of 20 months. This will mean that the water well and tank improvements will not be on the same schedule as the pipelines and pump station work, but since water demand is not expected to be high immediately after the completion of construction of the pipelines and pump station work, water from the existing OPUD system that is being tied into can provide temporary service while the water well and tank construction are completed.

Construction Schedule: The Pipeline and Pump Station contract can be constructed in an estimated 20 month time period. That will overlap some of the currently planned work for Contracts 1 and 2 that OPUD and Wheatland are working on, since the construction time required for Contracts 1 and 2 is longer than that required for Phase 2 work.

The Water Well and Water Tank work is assumed to require 20 months for construction.

The longest lead time item is the completion of the water well and storage tank. Assuming a start date of June 1 of this year for commencement of work, the water well and storage tank can be on-line by October 2029. The water and sewer pipelines (and sewer pump station) can be completed and on-line by February 2029.

Estimated cash flow timing:

\$1.5M for Well and Well Development – April 2027

\$13M for sewer spur and soft costs (Total Estimated Project Cost for water and sewer spurs \$41,566,000) – June 2027

\$10M for mainline (Wheatland to OPUD, Phase 1) – December 2027

\$18.5M for water lines and start on well and plant – January 2028

\$8.6M for remainder – December 2028

Estimated Timing for Connections to Spurs:

Sewer spur – June 2028

Water - October of 2029