

## **OFF-SITE IMPROVEMENT AGREEMENT**

The parties to this Off-Site Improvement Agreement ("Agreement") are the North Coast Railroad Authority, a local agency created by the California legislature, hereinafter referred to as NCRA, and the Judicial Council of California hereinafter referred to as the Judicial Council. NCRA and the Judicial Council are hereafter collectively referred to as the Parties, or individually as a Party. The Parties agree as follows:

### **RECITALS**

- A. Pursuant to that certain Property Acquisition Agreement by and between NCRA as Grantor and the State of California (the "State"), acting by and through the State Public Works Board (the "Board") and the Judicial Council executed at the same time and place as this Agreement (the "PAA"), NCRA has agreed to sell, and the State has agreed to purchase certain real property located on East Perkins Street, City of Ukiah, County of Mendocino, State of California ("Property") subject to the terms and conditions of the PAA.
- B. The Property is a portion of a larger parcel owned by NCRA (the "NCRA Property"). The NCRA Property as shown on the site plan drawing attached hereto as Exhibit A, is improved with a depot building at the time the PAA and this Agreement are executed, and following close of escrow, NCRA will continue to own the remainder of this larger parcel.
- C. Pursuant to section 2 of the PAA, the Purchase Price for the Property is apportioned between an amount to be paid to NCRA at close of escrow representing the value of the unimproved Property, and then an amount apportioned to the increase in value of the Property as a result of completion of the Off-Site Improvements (defined below) payable following completion of each Phase (defined below) to be completed on the NCRA Property.
- D. NCRA and the Judicial Council desire to enter into this separate Agreement to define the scope of the Off-Site Improvements, the schedule for payment of the post Close of Escrow portions of the Purchase Price during and after completion of construction of the Off-Site Improvements, and provide an alternative means for completion of the Off-Site Improvements in the event NCRA fails to do so.

### **AGREEMENT**

1. Incorporation of Recitals; Defined Terms.

The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the PAA.

2. Completion of Off-Site Improvements.

- a. NCRA shall cause those certain improvements to be completed on the NCRA Property substantially as described and depicted in the preliminary plans, prepared by George Rau & Associates in October 2014, attached hereto and

incorporated herein as Exhibit B, (collectively, "Off-Site Improvements") according to the tentative schedule set forth in Exhibit B. Preparation of construction drawings and other necessary documents required for construction of the Off-Site Improvements (the "Construction Documents") must commence no later than 30 days after close of escrow and construction of the Off-Site Improvements must be completed no later than 18 months after close of escrow.

b. The Off-Site Improvements shall be done in four phases (each a "Phase"):

- (1) Phase I shall include general requirements, rough grading, storm drainage/low impact development improvements;
- (2) Phase II shall include completion of the sanitary sewer system, water system, and installation of all joint trench utilities;
- (3) Phase III shall include the construction/installation of concrete curbs, gutters, sidewalks, and the crossing structure over Gibson Creek; compacted subgrade, aggregate base, hot mixed asphalt paving of the Hospital Drive (aka Court Boulevard) extension and Clay Street extension; and
- (4) Phase IV shall include the installation of traffic signal modifications, railroad crossing improvements, landscaping, striping and signage, and street lights.

c. Phases I through III of the Off-site Improvements shall be considered complete upon receipt by NCRA and the Judicial Council of a written certification from the City that the work of that Phase has been completed in accordance with the Construction Documents and all applicable law including any City requirements ("City Certification"). Phase IV will be considered complete upon receipt by NCRA and the Judicial Council of the City Certification and the City's acceptance of the dedication of the streets (Hospital Drive extension aka Court Boulevard, and Clay Street extension) as public streets pursuant to the authority set forth in Streets and Highways Code 1806 (the "Street Dedication").

d. NCRA and any construction contractor with which NCRA contracts to complete the Off-Site Improvements (each a "Contractor") shall comply with all applicable federal, state and local law regarding the completion and construction of the Off-Site Improvements, including without limitation, the payment of prevailing wages and obtaining payment bonds by NCRA's Contractor(s) in the statutorily required amount.

### 3. Payments of Purchase Price.

a. Payment of those portions of the Purchase Price other than the Initial Purchase Price will be apportioned and paid directly to NCRA as follows:

- (1) Four Hundred Seventy-five Thousand Nine Hundred Sixty-two Dollars (\$475,962) within thirty (30) days after Phase I is considered complete as evidenced by receipt of a City Certification;

- (2) Two Hundred Ninety-two Thousand Five Hundred Ninety-eight Dollars (\$292,598) within forty-five (45) days after Phase II is considered complete as evidenced by receipt of a City Certification;
  - (3) Five Hundred Twenty-three Thousand Four Hundred Forty-three Dollars (\$523,443) due to NCRA within forty-five (45) days after Phase III is considered complete as evidenced by receipt of a City Certification; and
  - (4) Three Hundred Ninety-seven Thousand Nine Hundred Ninety-eight Dollars (\$397,998) within forty-five (45) days after Phase IV is considered complete as evidenced by receipt of a City Certification and the Street Dedication.
- b. Each draw request shall list the amounts and payees for each disbursement. Each draw request shall require approval signatures of NCRA, Judicial Council, and a copy of the City Certification for the Phase for which the draw request is being submitted.

4. Construction Contracts

- a. Prior to executing any contract for design and construction of the Off-Site Improvements (each a "Contract"), NCRA must provide a draft of that Contract to the Judicial Council for review and comment, and NCRA agrees to consider any reasonable provisions or revisions suggested by Judicial Council with respect to that Construction Contract. In particular, each Contract must include the following:
- (1) Contractor must obtain a payment and performance bond in amounts equal to 125% of the amount of the construction Contract which names the Judicial Council as dual obligee.
  - (2) A provision which allows the Contract to be assigned to Judicial Council at no cost to Judicial Council, without the consent or approval of Contractor.
  - (3) The State of California, the State Public Works Board, the Judicial Council, the Superior Court of California, County of Mendocino, and their respective elected and appointed officers, judicial officers, members, employees and agents ("State Parties") shall be named as additional insured by the Contractor on the general liability insurance policies.
- b. Prior to commencement of construction of the Off-Site Improvements, NCRA shall provide Judicial Council with a fully executed copy of each Contract, as well as copies of the payment and performance bond with the Judicial Council named as dual obligee and certificates of insurance required under subsection (a)(3) above.
- c. Throughout construction of the Off-Site Improvements, NCRA shall provide Judicial Council with documentation on a monthly basis, no later than the fifteenth of each month, that NCRA has timely made the progress payments to

the Contractor(s) in accordance with the Contract(s), and that the Contractor(s) and their subcontractors and material suppliers have executed conditional and unconditional lien releases with respect to such progress payments.

- d. If NCRA (1) fails to provide a notice to commence completion of Construction Documents within thirty (30) business days following Close of Escrow; (2) materially defaults under any Contract (including not making any payments to any Contractor as required under a Contract); or (3) declares voluntary or involuntary bankruptcy, then the Judicial Council may, in its sole discretion, require NCRA to assign the Contract(s) to the Judicial Council. **If the Judicial Council takes assignment of the Contract(s), Judicial Council's obligation to make any additional payments to NCRA with respect to the Purchase Price pursuant to section 2 of this Off-Site Improvement Agreement and section 2 of the PAA shall terminate immediately as of the effective date of the assignment of the Contract(s).**

5. Indemnification.

NCRA agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless State Parties from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against State Parties relating to or arising from the design and construction of the Off-Site Improvements. This indemnity by NCRA herein contained shall survive the completion of the Off-Site Improvements in perpetuity.

6. General Provisions.

- a. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in the manner provided in this Agreement, to the following persons:

If to NCRA:	North Coast Railway Authority Attn: Executive Director 419 Talmage Road, Suite M Ukiah, CA 95482 Telephone: 707-463-3280
	Neary and Obrien Attorneys at Law 110 South Main Street, Suite C Willits, Ca. 95490

If to Judicial  
Council:

Judicial Council of California  
Capital Program  
Attn: Director  
455 Golden Gate Avenue, 8th floor  
San Francisco, CA 94102  
Telephone: 415-865-7510

And

Judicial Council of California  
Capital Program  
Attn: Project Manager  
455 Golden Gate Avenue, 8th floor  
San Francisco, CA 94102  
Telephone: 415-865-

And

Judicial Council of California  
Real Estate and Facilities Management  
Attn: Manager, Real Estate  
455 Golden Gate Avenue, 8th floor  
San Francisco, CA 94102  
Telephone: 415-865-4048

- b. Assignment. NCRA shall have the right to assign its interest under this Agreement at any time prior to the close of escrow; provided, however, that any valid assignment shall not relieve NCRA from the performance of its duties and obligations, or of its representations and warranties, hereunder. Written notice of any intended assignment by either Party shall be given to the other Party thirty (30) days prior to the effective date of assignment.
- c. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.
- d. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
- e. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.
- f. Entire Agreement. This Agreement, the PAA and the Grant of Temporary Access Easement and Construction Easement ("Easement") shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property and all prior agreements, understandings,

representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.

- g. Amendments. This Agreement may not be modified or amended except in writing by the Parties.
- h. Applicable Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.
- i. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
- j. Legislative Approval. Any obligation of the Judicial Council created by or arising from this Agreement shall not impose a debt upon the State or Judicial Council, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature. As of the date of execution of this Agreement, Judicial Council has received legislative authorization for the obligations created under section 3 of this Agreement until June 30, 2018.
- k. Authorization, Approvals, Binding Nature. **This Agreement has no force and effect and is not binding on the State of California until and unless the PAA and Easement are authorized by the SPWB at duly noticed public meeting as evidenced by execution of the PAA and Easement by a representative of the SPWB on behalf of the State of California.**
- l. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.
- m. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the Parties, that have not been satisfied prior to close of escrow shall survive close of escrow and transfer of title to the Property to State and shall continue to be binding on the respective obligated party in accordance with their terms.
- n. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A. Site Plan Showing the Property and NCRA Property  
Exhibit B: Off-Site Improvements (description and tentative schedule)

**IN WITNESS WHEREOF**, this Off-Site Improvement Agreement has been executed as of the day and year first above written.

**NCRA: NORTH COAST RAILROAD AUTHORITY**, a local agency created by the California legislature

By: Mitch Stogner  
Name: Mitch Stogner  
Title: Exec. Dir.  
Date: 3-2-06

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

By: Leslie G. Miessner  
Name: Leslie G. Miessner  
Title: Supervising Attorney  
Date: 2/17/06

**JUDICIAL COUNCIL:**

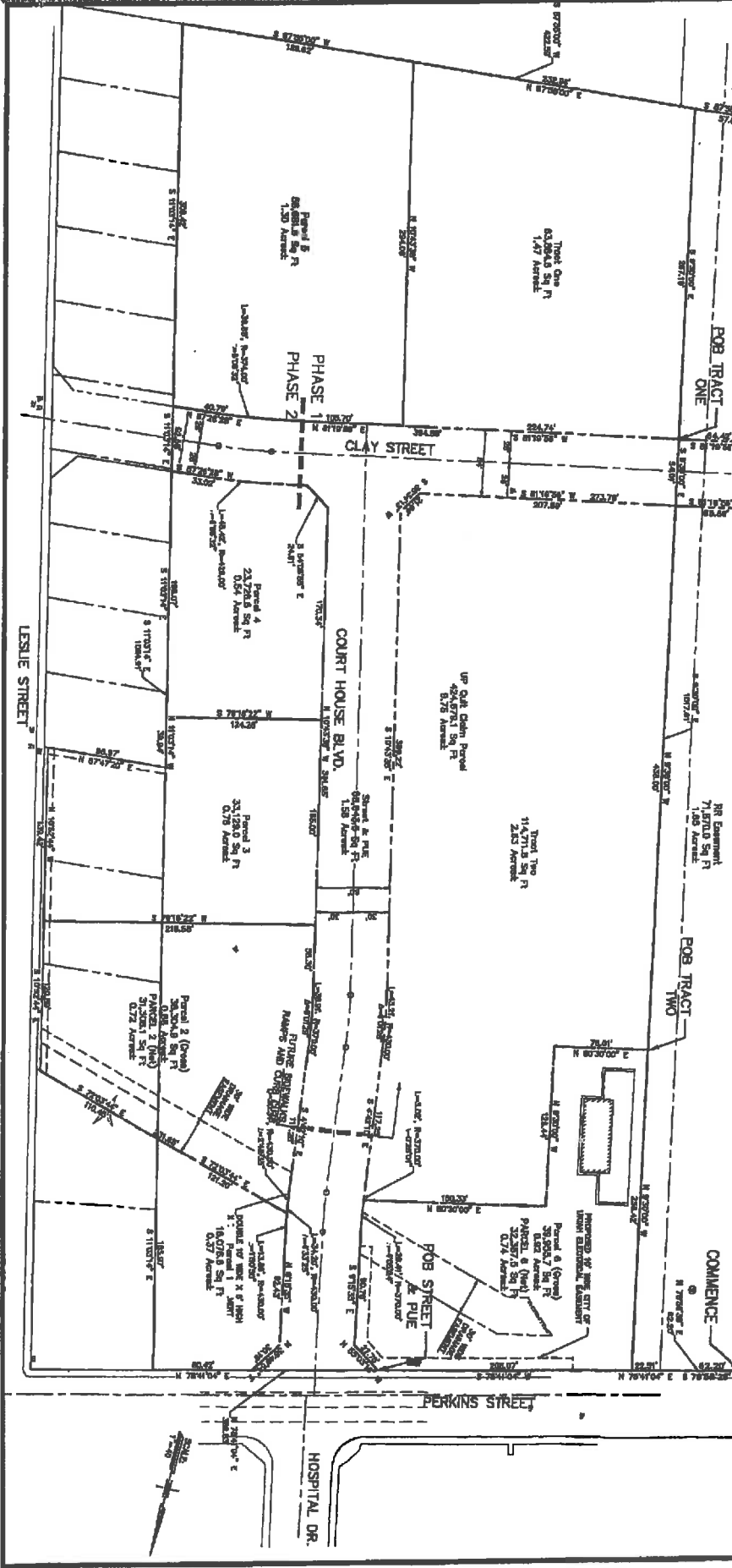
**JUDICIAL COUNCIL OF CALIFORNIA**

By: Martin Hoshino  
Name: Martin Hoshino  
Title: Administrative Director  
Date: 2/23/06

**Exhibit A**  
**Site Plan**



<b>VERIFY SCALE</b> CITY OF UKIAH 300 SEMINARY DRIVE UKIAH, CA 95482		<b>RAV AND ASSOCIATES INC.</b> CIVIL ENGINEERING - LAND SURVEYING 150 NORTH HINE STREET - SUITE 400 - UKIAH, CA 95482	
DRAWING: COURT HOUSE SITE PLAN PARCEL ROW EASEMENTS		PROJECT: PAIL YARD REDEVELOPMENT PROJECT	
DATE: 02/28/2017 SHEET: 1 OF 8		SCALE: AS SHOWN DATE: 02/28/2017 SHEET: 1 OF 8	



Parcel	Area (sq ft)	Area (Acres)
Parcel 1 (Green)	14,076.8	0.32
Parcel 2 (Green)	26,204.8	0.60
Parcel 3	33,126.0	0.76
Parcel 4	23,728.8	0.54
Parcel 5 (Green)	64,097.6	1.48
Parcel 6 (Green)	26,000.7	0.60
Parcel 7 (Green)	71,270.0	1.63
Parcel 8 (PUE)	68,414.8	1.57
Parcel 9	14,731.6	0.33
Parcel 10	49,470.0	1.13

**Exhibit B**  
**Off-Site Improvements**

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	03/18/15
2	REVISED PER COMMENTS	03/18/15
3	REVISED PER COMMENTS	03/18/15
4	REVISED PER COMMENTS	03/18/15
5	REVISED PER COMMENTS	03/18/15

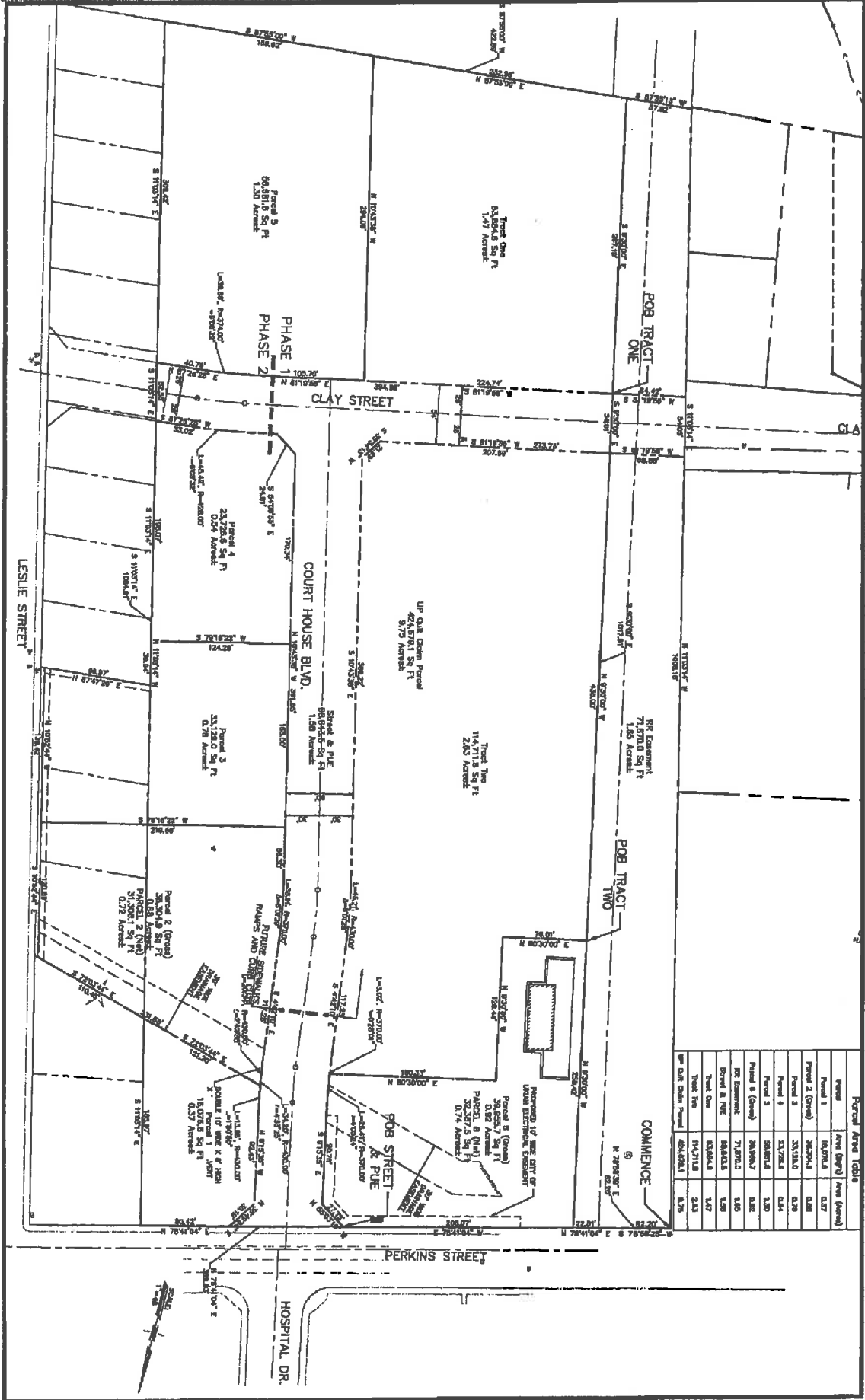
DATE PLOTTED: 03/18/15 10:04 AM	PROJECT: 300 SEMINARY DRIVE, UTKAH, CA 95482
SCALE: AS SHOWN	DATE: 03/18/15
DESIGNED BY: [REDACTED]	CHECKED BY: [REDACTED]
DRAWN BY: [REDACTED]	DATE: 03/18/15

<b>VERIFY SCALE</b>	<b>OWNER</b>
1" = 100'	CITY OF UTKAH
2" = 100'	300 SEMINARY DRIVE
3" = 100'	UTKAH, CA 95482
4" = 100'	
5" = 100'	

**RAO**  
**LAND ASSOCIATES INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 140 NORTH PARK STREET • (916) 428-1000 • UTKAH, CA 95482

**DRAWING:** COURT HOUSE SITE PLAN  
**PROJECT:** RAIL YARD REDEVELOPMENT PROJECT  
**PARCEL/ROW EASEMENTS**

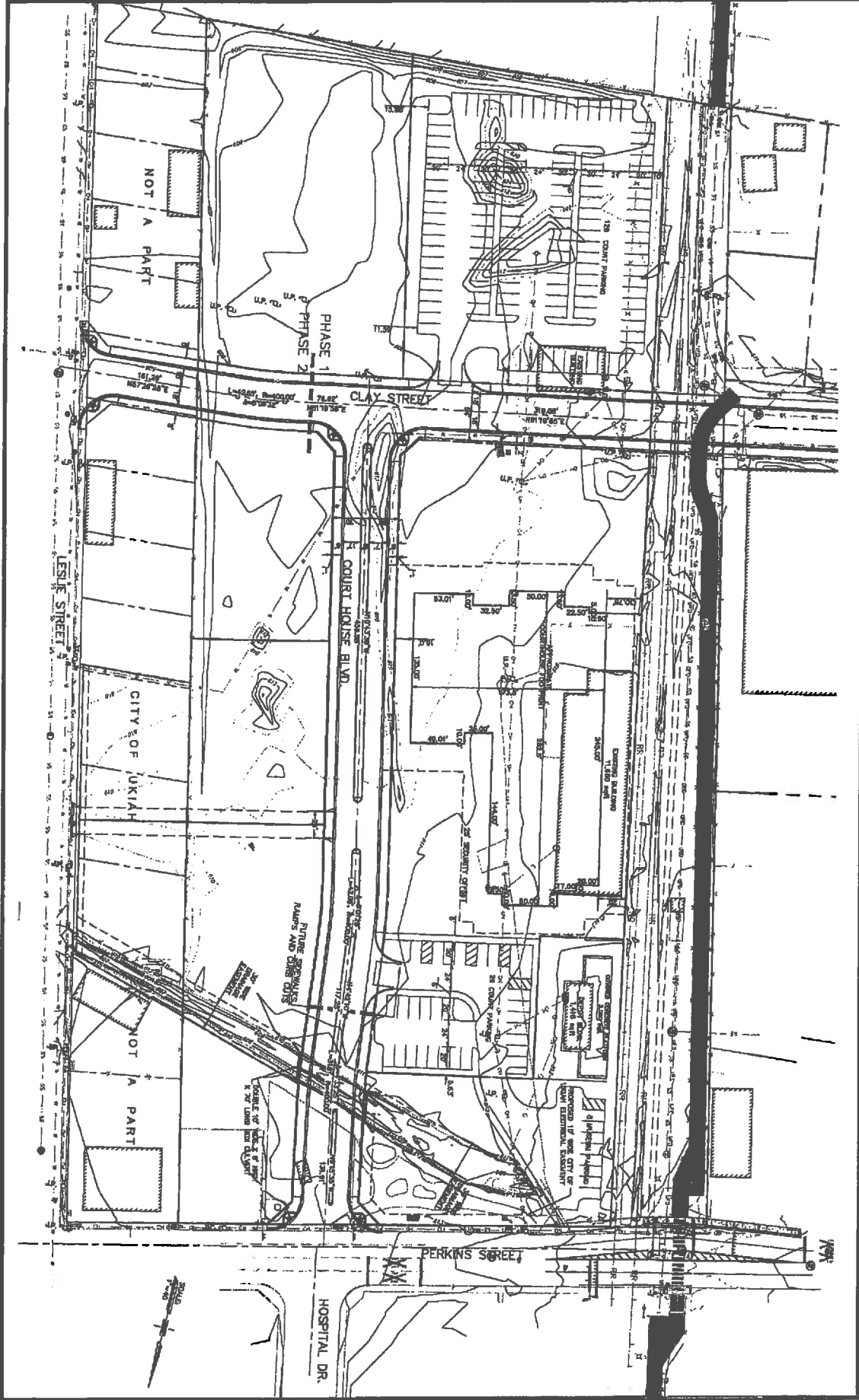
SHEET NO.	1	OF	6
DRAWN BY	[REDACTED]	CHECKED BY	[REDACTED]
DATE	03/18/15	DATE	03/18/15



Parcel Area Table		
Parcel 1	60,481.0	1.39
Parcel 2 (Green)	33,129.0	0.76
Parcel 3	33,129.0	0.71
Parcel 4	23,726.8	0.54
Parcel 5 (Green)	60,997.5	1.33
Parcel 6 (Green)	30,998.7	0.71
Parcel 7 (Green)	71,970.0	1.55
Bob Tract One	82,094.8	1.77
Bob Tract Two	114,971.8	2.53

PRELIMINARY DRAFT

OWNER <b>CITY OF UKIAH</b> 300 SEMINARY DRIVE UKIAH, CA 95482	PROJECT <b>COURT HOUSE SITE PLAN ROADWAY/SITE LAYOUT PLAN</b>	DATE DEC 2011	SHEET 2
PROJECT: RAIL YARD REDEVELOPMENT PROJECT			
DRAWING: DYNAMIC			
CIVIL ENGINEERS & LAND SURVEYORS			
<b>RAID AND ASSOCIATES INC.</b> 400 NORTH PINE STREET - CIVIL - 400-400-4000 - SUITE 200 - UKIAH, CA 95482			



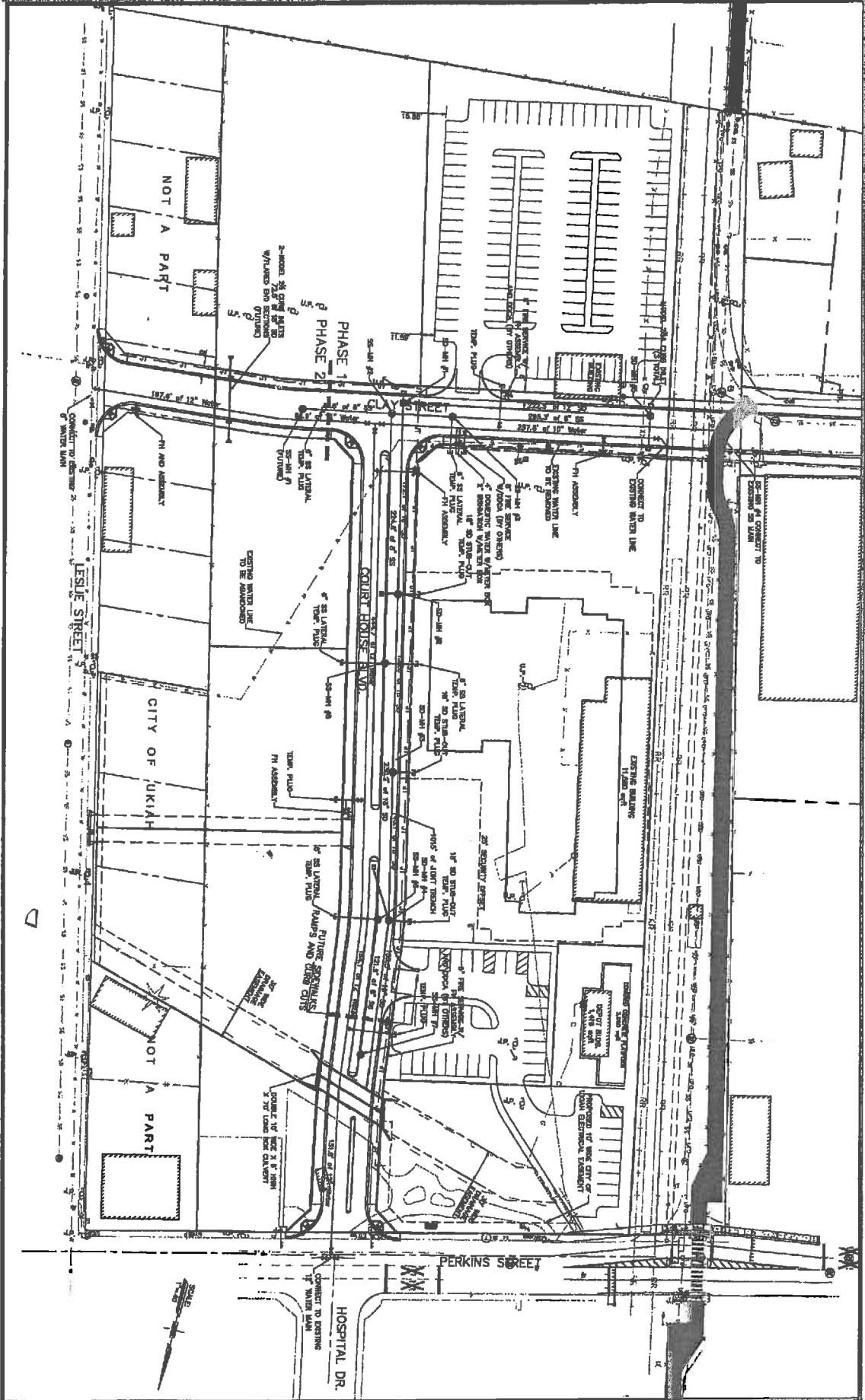
DATE	DESCRIPTION
03/18/19	REVISED TO ADD PHASE 2
03/15/19	REVISED TO ADD PHASE 1
03/12/19	REVISED TO ADD PHASE 1
03/08/19	REVISED TO ADD PHASE 1
03/05/19	REVISED TO ADD PHASE 1
03/02/19	REVISED TO ADD PHASE 1
02/28/19	REVISED TO ADD PHASE 1
02/25/19	REVISED TO ADD PHASE 1
02/22/19	REVISED TO ADD PHASE 1
02/19/19	REVISED TO ADD PHASE 1
02/16/19	REVISED TO ADD PHASE 1
02/13/19	REVISED TO ADD PHASE 1
02/10/19	REVISED TO ADD PHASE 1
02/07/19	REVISED TO ADD PHASE 1
02/04/19	REVISED TO ADD PHASE 1
02/01/19	REVISED TO ADD PHASE 1
01/28/19	REVISED TO ADD PHASE 1
01/25/19	REVISED TO ADD PHASE 1
01/22/19	REVISED TO ADD PHASE 1
01/19/19	REVISED TO ADD PHASE 1
01/16/19	REVISED TO ADD PHASE 1
01/13/19	REVISED TO ADD PHASE 1
01/10/19	REVISED TO ADD PHASE 1
01/07/19	REVISED TO ADD PHASE 1
01/04/19	REVISED TO ADD PHASE 1
01/01/19	REVISED TO ADD PHASE 1

**VERIFY SCALE**  
 OWNER: CITY OF UKIAH  
 LOCATION: 300 SEMINARY DRIVE, UKIAH, CA 95482

**RAE AND ASSOCIATES INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 440 NORTH FIRST STREET • SUITE 200 • UKIAH, CA 95482

DRAWING: COURT HOUSE SITE PLAN  
 PROJECT: RAIL YARD REDEVELOPMENT PROJECT

DATE	BY	CHKD	SHEET
03/18/19	...	...	3
03/15/19	...	...	6
03/12/19	...	...	6
03/08/19	...	...	6
03/05/19	...	...	6
03/02/19	...	...	6
03/01/19	...	...	6



**PRELIMINARY DRAFT**

NO.	DESCRIPTION	DATE

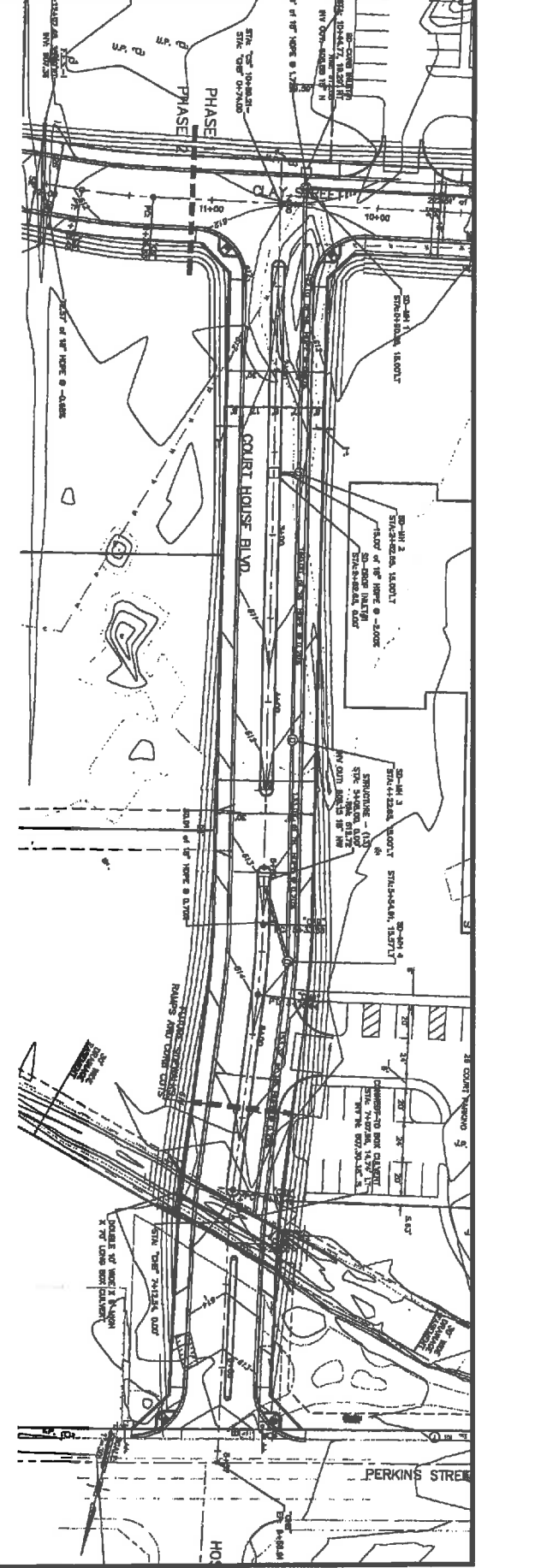
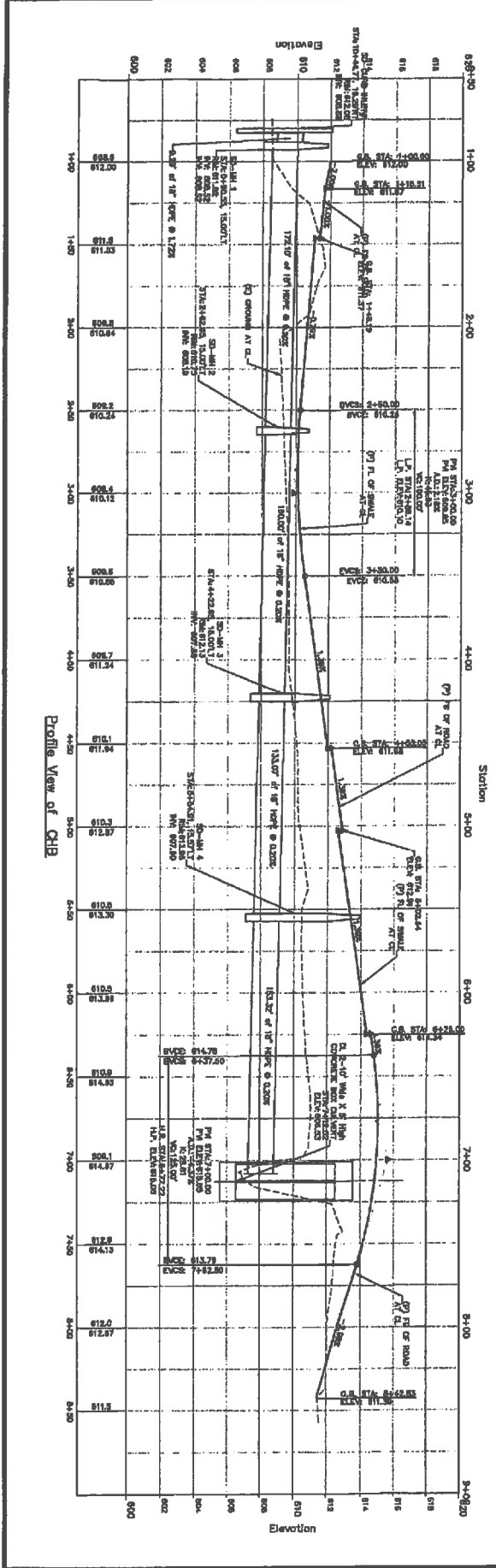
**VERIFY SCALE**

OWNER: **CITY OF UKIAH**  
 300 SEMINARY DRIVE  
 UKIAH, CA 95482

**RAT** AND ASSOCIATES INC.  
 CIVIL ENGINEERS - LAND SURVEYORS  
 100 MAIN STREET (909) 456-1100 SAN JOSE, CA 95128

DRAWING: **ROADWAY PLAN AND PROFILE**  
 PROJECTS: **COURT HOUSE BLVD./CULVERT OPT**  
**RAIL YARD REDEVELOPMENT PROJECT**

DATE: 02/20/18  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 02/20/18  
 SHEETS: **4B** OF **6**



DATE:	10/20/2010
DESIGNER:	RAI
CHECKER:	RAI
DATE:	10/20/2010
PROJECT:	RAIL YARD REDEVELOPMENT PROJECT
LOCATION:	300 SEMINARY DRIVE UKIAH, CA 95482

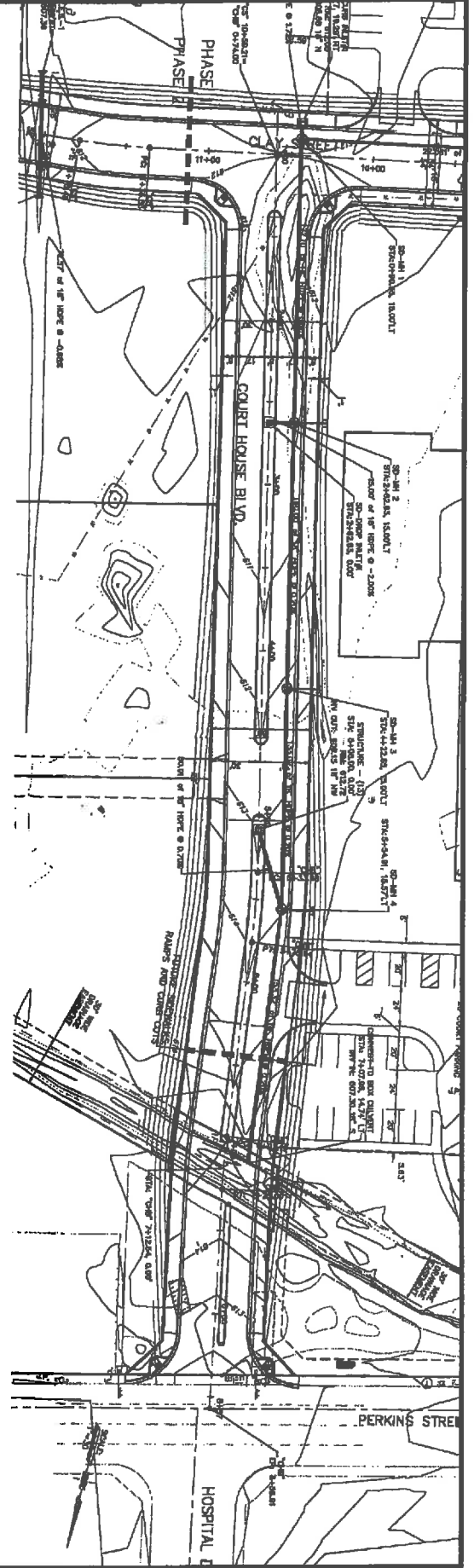
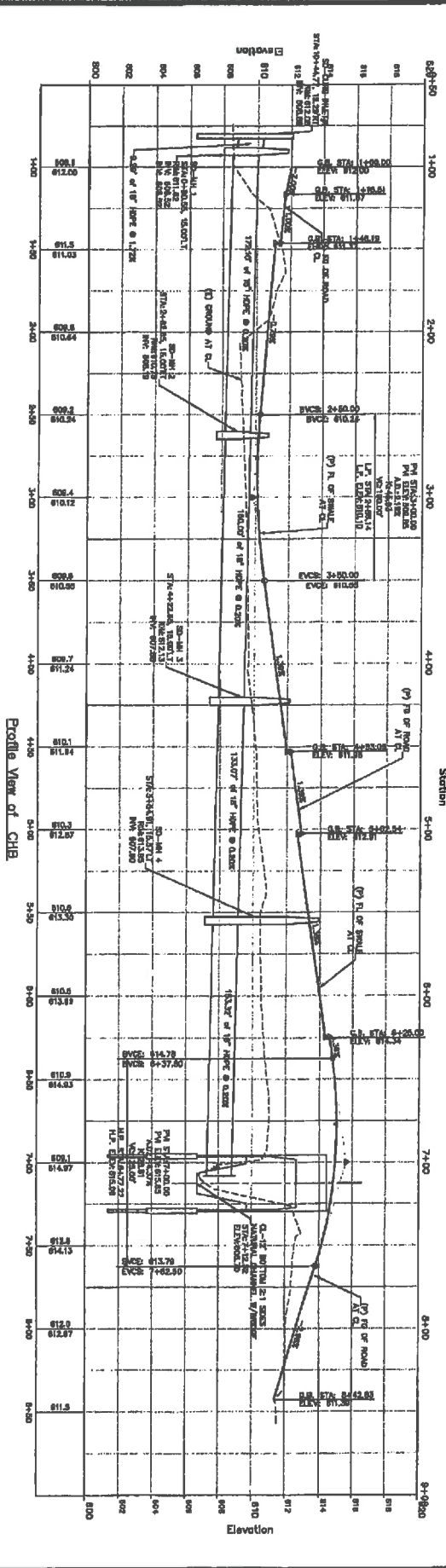
**CITY OF UKIAH**

**RAI AND ASSOCIATES INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 100 NORTH MAIN STREET, SUITE 200, UKIAH, CA 95482

DATE:	10/20/2010
PROJECT:	RAIL YARD REDEVELOPMENT PROJECT
LOCATION:	300 SEMINARY DRIVE UKIAH, CA 95482
DATE:	10/20/2010
PROJECT:	RAIL YARD REDEVELOPMENT PROJECT
LOCATION:	300 SEMINARY DRIVE UKIAH, CA 95482
DATE:	10/20/2010
PROJECT:	RAIL YARD REDEVELOPMENT PROJECT
LOCATION:	300 SEMINARY DRIVE UKIAH, CA 95482

**4b**  
6 SHEETS

**PRELIMINARY DRAFT**



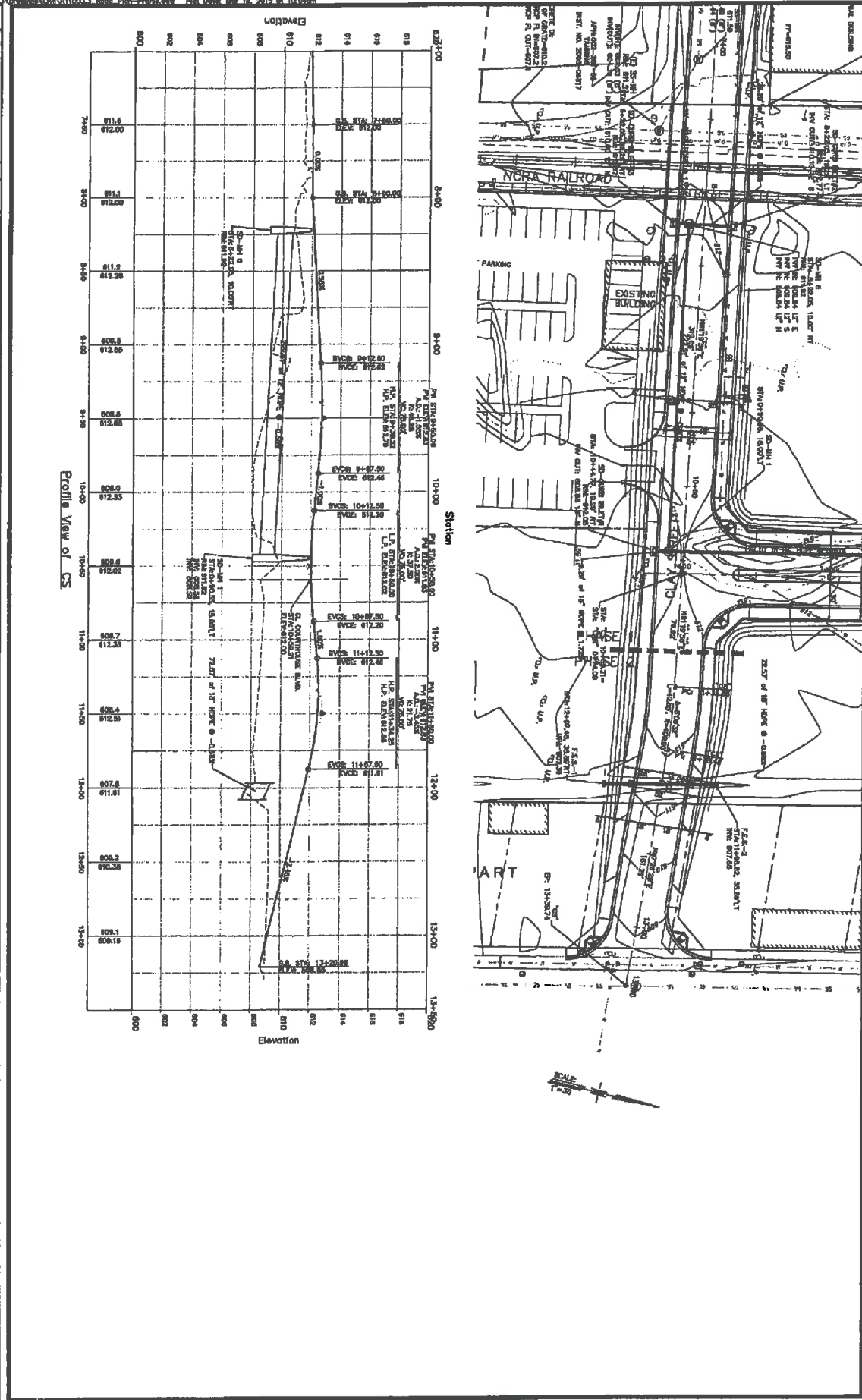
DATE	DESCRIPTION

**VERIFY SCALE**  
 1" = 5' VERTICAL SCALE  
 1" = 100' HORIZONTAL SCALE  
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.  
 THE OWNER'S RESPONSIBILITY IS TO VERIFY THE ACCURACY OF ALL DATA FURNISHED TO THE ENGINEER.

**CITY OF UKIAH**  
**300 SEMINARY DRIVE**  
**UKIAH, CA 95482**

**RAV AND ASSOCIATES INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 400 NORTH PARK STREET • FORTY-FOUR • UKIAH, CA 95482

**DRAWING: ROADWAY PLAN AND PROFILE**  
**PROJECT: RAIL YARD REDEVELOPMENT PROJECT**  
 DATE: OCT. 2011  
 SHEET: 5 OF 6  
 SCALE: AS SHOWN  
 DRAWN BY: [Signature]





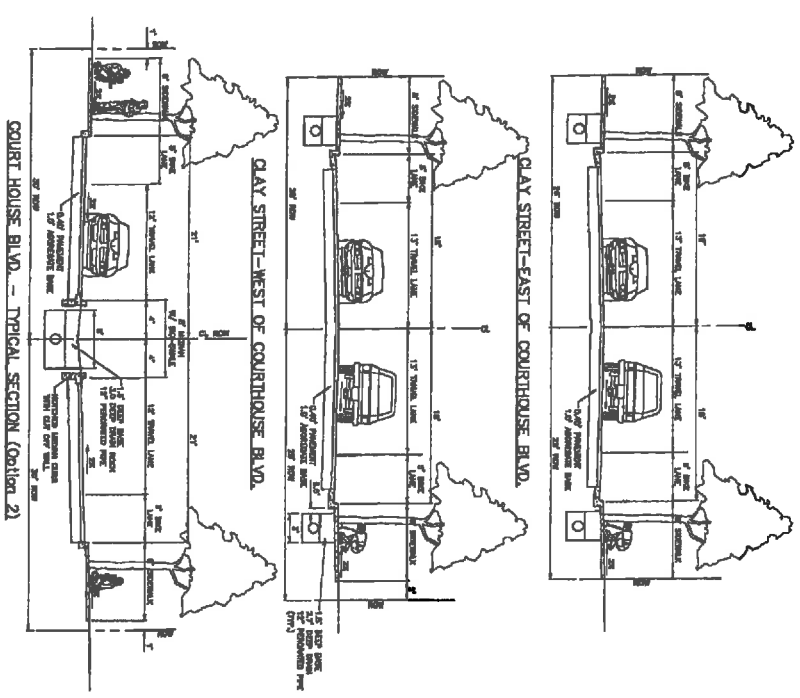
REVISION	DATE	BY	DESCRIPTION

DESIGNER	300 SEMINARY DRIVE UKIAH, CA 95482
LOCATION	CITY OF UKIAH

**RAT** AND ASSOCIATES INC.  
 CIVIL ENGINEERS • LAND SURVEYORS  
 440 NORTH FIRST STREET (100) SUITE 100 • UKIAH, CA 95482

DRAWING: ROADWAY PLAN AND PROFILE  
 PROJECTS: TYPICAL SECTIONS  
 RAIL YARD REDEVELOPMENT PROJECT

DATE	EST. 2011
SCALE	AS SHOWN
PROJECT NO.	R1003.3
6 of 6 SHEETS	



PRELIMINARY DRAFT

Shared Improvements Costs for Ukiah Depot Site - NCRA & JCC  
 Cost Estimate by Rau Engineering 3/18/15 - accepted by all parties  
 Delineation of costs into milestone points of the work

Unit	Cost/Unit	Unit Count	Cost	Subtotal	Progress Draw No.			
					1	2	3	4

**GENERAL REQUIREMENTS**

Project Management Fee (10% of construction cost)	LS	\$225,000.00	1	225,000	●				
Engineering Schematics, Research, etc.	LS	\$50,000.00	1	50,000	●				
Resource Agency Application Fees	LS	\$8,000.00	1	8,000	●				
Resource Agency Permit Applications (Gibson Creek Crossing)	LS	\$12,500.00	1	12,500	●				
FEMA Letter of Map Amendment	LS	\$35,000.00	1	35,000	●				
Engineering Design Development	LS	\$26,000.00	1	26,000	●				
RR Crossing Design and Permits	LS	\$75,000.00	1	75,000	●				
Construction Documents, SWPPP Documents	LS	\$65,000.00	1	65,000	●				
Survey & Construction Staking	LS	\$15,000.00	1	15,000	●				
Fees & Misc. Expense	LS	\$20,000.00	1	20,000	●				
				<b>531,500</b>					

**STORM DRAINAGE**

Low Impact Drainage Improvements									
Trench Excavation	CY	\$7.00	705	4,935	●				
Drain Rock	TN	\$65.00	635	41,275	●				
Structural Soil Backfill	CY	\$100.00	220	22,000	●				
8" HDPE Drain Pipe	LF	\$25.00	670	16,750	●				
12" HDPE Drain Pipe	LF	\$35.00	430	15,050	●				
Drain Pipe Anchors	EA	\$30.00	130	3,900	●				
Trench Lining Fabric	SY	\$5.00	2,150	10,750	●				
Required Standard/Overflow Improvements									
12" HDPE Storm Drain	LF	60.00	278	16,680.00	●				
18" HDPE Storm Drain	LF	125.00	722	90,250.00	●				
Curb Inlet Model 2 1/2 A	EA	1,600.00	5	8,000.00	●				
16" x 16" Junction Box	EA	900.00	2	1,800.00	●				
				<b>231,390</b>					

Shared Improvements Costs for Ukiah Depot Site - NCRA & JCC  
 Cost Estimate by Rau Engineering 3/18/15 - accepted by all parties  
 Delineation of costs into milestone points of the work

	Unit	Cost/Unit	Unit Count	Cost	Subtotal	Progress Draw No.				
						1	2	3	4	
<b>UTILITIES</b>										
<b>Sanitary Sewer System</b>										
8" PVC Main Line, Gravity	LF	\$40.74	952	38,784		●				
Standard manholes	EA	\$3,000.00	7	21,000		●				
Manholes & Connection at RR & Clay St.	EA	\$5,000.00	2	10,000		●				
Laterals	LF	\$33.00	240	7,920		●				
Western (2nd) Courthouse Lateral	LS	\$15,000.00	1	15,000		●				
<b>Water System</b>										
Connect at Clay Street	EA	\$5,200.00	1	5,200		●				
Connect at Perkins	EA	\$12,000.00	1	12,000		●				
12" Municipal Water Main (C900)	LF	\$86.75	821	71,222		●				
Fire Hydrants, gate valves, bury, and misc	EA	\$4,200.00	7	29,400		●				
6" Hydrant Feeds (C900)	LF	\$48.25	100	4,825		●				
2" Domestic / Irrigation Service Stub	EA	\$1,800.00	2	3,600		●				
10" Municipal Water Main (C900)	LF	\$73.47	260	19,102		●				
8" Fire Service Stub	EA	\$2,500.00	1	2,500		●				
4" Fire Service Stub	EA	\$2,000.00	3	6,000		●				
Remove existing 8" water line, cap and plug.	LF	\$20.00	330	6,600		●				
<b>Joint Trench Utilities</b>										
<b>Vaults, Junction Boxes &amp; Structures</b>										
Main Distribution Line W/11 Conduits	LS-A	\$30,000.00	1	30,000		●				
Main Distribution Line W/11 Conduits	LF	\$165.00	490	80,850		●				
Main Distribution Line W/8 Conduits	LF	\$120.00	480	57,600		●				
Main Distribution Line W/7 Conduits	LF	\$105.00	190	19,950		●				
Service stubs at street crossings W/5 Conduits	EA	\$2,000.00	4	8,000		●				
					449,553					
<b>STREET &amp; PEDESTRIAN IMPROVEMENTS</b>										
<b>Rough Grading</b>										
Sub-Excavation (avg. 1' deep full section plus 4' each side	LS	\$22,500.00	1	22,500		●				
Imported Fill - Compacted In Place	CY	\$20.00	4,954	99,080		●				
Finish Grade Subgrade (entire excavated area)	SF	\$0.30	18,000	5,400		●				
Cleanup trench spoil / restore compacted subgrade	LS	\$15,000.00	1	15,000		●				
					141,980					

**Shared Improvements Costs for Utlah Depot Site - NCRRA & JCC**  
**Cost Estimate by Rau Engineering 3/13/15 - accepted by all parties**  
**Delineation of costs into milestone points of the work**

	Unit	Cost/Unit	Unit Count	Cost	Subtotal	Progress Draw No.				
						1	2	3	4	
<b>Site Concrete</b>										
Vertical curb w/cut off wall & gutter pan-median-Ctbs	LF	\$40.00	1,220	48,800						
Vertical curb only (Outside edges Courthouse Drive only)	LF	\$25.00	1,060	26,500						
Std. Curb and Gutter (both sides of Clay Street only)	LF	\$25.00	660	16,500						
Accessible Ramps (at Perkins Street Inbx only)	EA	\$1,800.00	2	3,600						
Sidewalks from Perkins Street across Gibson Cr. Bridge Only	SF	\$8.50	2,400	20,400						
Precast Bridge at Gibson Creek	EA	\$400,000.00	1	400,000						
Base & Paving (4" HMA / 12" AB)	TN	\$24.00	3,328	79,872						
Class 2 Aggregate Base	TN	\$140.00	1,235	172,900						
Hot Mixed Asphalt Paving										
<b>768,572</b>										
<b>Offsite Improvements</b>										
Traffic Signal Modifications	LS	\$80,000.00	1	80,000						
Railroad Crossing Improvements (Engineering at Gen Rqmts)	LS	\$350,000.00	1	350,000						
Street & Pedestrian Surface Work	LS	\$150,000.00	1	150,000						
Barricades, Controls, Safety Work										
<b>580,000</b>										
<b>Landscaping</b>										
Irrigation & Planting - Median (Bio-swale)	SF	\$7.00	3,570	24,990						
Perkins Frontage & Entry	LS	\$10,000.00	1	10,000						
Striping & Signage	LS	\$8,200.00	1	8,200						
Street Lights	EA	\$3,750.00	7	26,250						
<b>69,440</b>										
<b>PROJECT TOTAL</b>										
				2,772,435	2,772,435					
<b>CONTINGENCY RESERVE</b>										
				11.56%	320,470			1/3	1/3	1/3
<b>ESTIMATED TOTAL COST WITH CONTINGENCY</b>										
				3,092,905	119,850					
<b>ESCALATION FACTOR: 3.1% FOR 15 MONTHS</b>										
				3.1%	3,212,755					
<b>ESTIMATED TOTAL COST</b>										
				3,212,755						

Projected Milestone Draw Schedule

Ukiah Depot Site Improvements

	Target Completion in Days from Close of Escrow *				Total
	Draw #1 180 days after COE **	Draw #2 300 days after COE **	Draw #3 450 days after COE **	Final 540 days after COE **	
General Requirements, Rough Grading, Storm Drainage/Low Impact Development Improvements	904,870				
Complete Sanitary Sewer System, Water System, All Joint Trench Utilities, Partial (1/3) Contingency Reserve		556,270			
Concrete Curbs Gutters & Walks, Precast Bridge, Compacted Subgrade, Aggregate Base, Hot Mixed Asphalt Paving, Partial (1/3) Contingency Reserve, Escalation Factor Reserve			995,139		
Traffic Signal Modifications, Railroad Crossing Improvements, Landscaping, Striping & Signage, Street Lights, Partial (1/3) Contingency Reserve				756,477	
Percentage of Total Budget	28.2%	17.3%	31.0%	23.5%	100%
JCC Payment Amount (52.6%)	475,962	292,598	523,443	397,998	1,690,000
NCRA Cost (47.4%)	428,908	263,672	471,696	358,479	1,522,755
Totals	904,870	556,270	995,139	756,477	3,212,755

Notes:

\* Timing shown is for general guidance only. Actual completion of each work scope will be dependent upon many factors, including weather conditions, that are beyond the control of management and contractors.

\*\* COE means Close of Escrow. Invoicing to the state will be determined by substantial completion of each listed work scope, not by the projected days shown.