

**TRACK RELOCATION AND FINANCE AGREEMENT  
BY AND BETWEEN THE CITY OF SACRAMENTO AND  
S. THOMAS ENTERPRISES OF SACRAMENTO, LLC**

This Track Relocation and Finance Agreement (hereinafter "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter "**CITY**"), and S. THOMAS ENTERPRISES OF SACRAMENTO, LLC, a Delaware Limited Liability Company (hereinafter "**THOMAS**").

**RECITALS**

- A. THOMAS is under contract (the "**PSA**") to purchase fee title to an approximately 240 acre site (the "**Railyards**") from Union Pacific Railroad Company ("**UPRR**"), which includes the existing Sacramento Valley Station (the "**Station**") located at 401 I Street in Sacramento and adjacent areas, and intends to develop the Railyards in a manner consistent with the City's General Plan and entitlements to be sought from CITY (the "**Development Project**").
- B. CITY has contracted with THOMAS to buy the Station and certain adjacent property (collectively, the "**Station Property**") pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated of even date herewith ("**City-Thomas PSA**").
- C. THOMAS and UPRR , together with NATIONAL RAILROAD PASSENGER CORPORATION ("**Amtrak**"), CAPITOL CORRIDOR JOINT POWERS AUTHORITY, ("**CCJPA**"), and the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION ("**CSRM**"), have entered into that certain Track Relocation Agreement (the "**TRA**") dated as of July 13, 2006 and attached hereto as Exhibit D and incorporated herein, providing for, among other things, UPRR to relocate and install freight and passenger track lines ("**Main Line Relocation**" as defined in the TRA) following: (i) payment therefor by Thomas or other entities arranged by Thomas, Amtrak, CCJPA and/or CSRM; and (ii) construction and relocation of certain "Passenger Facilities" (as defined in the TRA), including certain subgrade work and passenger facilities necessary for CCJPA and Amtrak to relocate north. The TRA also requires the cooperation of CSRM, Amtrak and CCJPA with finding funds for the Main Line Relocation, and CSRM to reimburse UPRR for the cost of installing turnouts and connecting trackage within Railroad Easement II (as defined in the TRA) for future operation of a proposed Railroad Technology Museum after the Main Line Relocation.
- D. Amtrak, CSRM, the CCJPA and UPRR have participated in the development of the new track alignment pursuant to the TRA. Such proposed "**Track Relocation**" consists of both (i) the Main Line Relocation (as defined above) and (ii) the construction of the Passenger Facilities (as defined above), and all other facilities and items included in the estimate (the "**Estimate**") attached as Exhibit B.
- E. The proposed Track Relocation will benefit the Station and the CITY's transportation links by improving rail lines and service for both passenger and freight rail service to, from and through Sacramento and by facilitating the roadway connections and pedestrian and bicycle access between the downtown area of the City and development within and north of the Railyards. The Track

Relocation benefits Thomas by facilitating the foregoing transportation attributes and development of the Railyards and in particular the areas south of Railroad Easement II.

F. For these reasons, CITY and THOMAS desire to enter into this Agreement upon all the terms and conditions set forth herein.

G. CITY and THOMAS have taken all actions mandated by and have fulfilled all requirements necessary for the adoption of this Agreement by the City Council, subject to the conditions, contingencies and limitations set forth herein, including, without limitation, the further discretionary action of the City Council based upon appropriate environmental review and satisfaction of the federal funding requirements.

H. The City Council has reviewed and approved this Agreement, subject to the additional discretionary actions described herein. It finds that this Agreement is consistent with all applicable City ordinances, rules and regulations.

## AGREEMENT

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The terms set forth below, unless the context otherwise requires, shall have the meanings prescribed, for purposes of this Agreement:

“**Costs**” mean the actual costs incurred by CITY and THOMAS in completing Track Relocation Work (including, without limitation, all costs paid to UPRR for the Main Line Relocation and costs to install the Passenger Facilities). An estimate of the Costs is set forth in the Estimate (defined below).

“**Closing Date**” means the date THOMAS takes title to the Railyards from UPRR as contemplated by the PSA.

“**Design Plans**” mean those certain conceptual plans developed by THOMAS and approved by CITY for the Track Relocation (including Main Line Relocation and Passenger Facilities) attached hereto as Exhibit A and made a part hereof.

“**Estimate(s)**” means those certain cost estimates, approved by THOMAS and CITY, for the Main Line Relocation and Passenger Facilities which include a scope of work and estimated schedule of performance and are attached hereto as Exhibit B and made a part hereof, as the same may be updated and modified from time to time.

“**Passenger Facility Work**” means all work required to complete construction and relocation of the Passenger Facilities, as defined in the recitals and detailed in the scope of work set forth in the Estimate.

“**Track Relocation Work**” means all work required to complete construction of the Track Relocation, as defined in the recitals and detailed in the scope of work set forth in the Estimate.

2. Conditions Precedent. The obligations set forth in Sections 3 through 10 of this Agreement shall not be effective unless and until THOMAS closes escrow on its purchase of fee title to the Railyards from UPRR, which Closing Date shall occur on or before December 29, 2006 unless the CITY, in its sole discretion, elects to extend this deadline to a date not later than January 29, 2007. Further, the implementation of this Agreement and the performance of the CITY’s obligations set forth in this Agreement shall be subject to the following conditions:

(A) The CITY shall have taken discretionary action approving the implementation and funding of the Track Relocation, which action shall be taken in conjunction with, and based solely upon, adequate environmental review under the California Environmental Quality Act (“CEQA”) and certification of the Environmental Impact Report (“EIR”) for the proposed Specific Plan for the Sacramento Railyards, which analyzes on a programmatic level, the ITF (as defined below) and, on a project level, the Track Relocation. CITY is proposing to fund the Track Relocation Work in connection with the possible development of an intermodal transportation facility (the “ITF”). THOMAS acknowledges that CITY, as the “Lead Agency” under CEQA, must review the proposed ITF development and Track Relocation in accordance with the provisions of CEQA. In its sole and absolute discretion as the Lead Agency under CEQA, CITY retains the right, among other things in connection with the environmental review described above: (i) to consider the environmental impacts of the proposed ITF development and Track Relocation; (ii) to adopt measures to mitigate significant adverse environmental impacts and/or select feasible alternatives; (iii) to determine the sufficiency and adequacy of environmental review of the ITF development and the Track Relocation; (iv) to choose to take action in furtherance of the ITF development notwithstanding the existence of unmitigated significant environmental impacts upon the making of required findings; and (v) to elect not to proceed with the implementation of this Agreement and the funding of the Track Relocation Work, all based upon the matter presented for the consideration by the governing body through the environmental review process.

(B) CITY has received assurances, the sufficiency and acceptability of which are determined by CITY in its sole and absolute discretion, that its federal funding sources for, or ability of CITY to utilize local funds to satisfy local funding matching requirements of such federal funding sources for, the Track Relocation or development of the ITF are not compromised, reduced or otherwise jeopardized by the provisions of this Agreement by reason of the operation of federal law, rules or regulations affecting such federal funding, including, without limitation, requirements relating to environmental review under the National Environmental Policy Act. Buyer shall use its best efforts to obtain the assurances it requires under this subsection (B) by, among other things, conferring with appropriate state and federal agencies, preparing and submitting documents and information to facilitate Buyer’s discussions with such agencies, and by taking all such actions in good faith and in as expeditious manner as is practicable. To the extent it is able, Buyer shall make its determination of the satisfaction or dissatisfaction of the condition described in this subsection (B) on or before the governing body’s discretionary action set forth in subsection (A) above. The parties agree to use their best efforts to complete environmental review and take other actions in order that the governing body may consider such discretionary action by or before July, 2007. If the

determination of the satisfaction or dissatisfaction of the contingencies described in both subsections (A) and (B) does not occur by or before December 31, 2007, then THOMAS shall have the right, in its sole discretion by delivering written notice of such election to CITY, to terminate this Agreement and, in its sole discretion, to proceed with its own funding of the Track Relocation Work without reimbursement therefor by CITY, provided, however, that the parties shall first meet and confer, in a good faith and cooperative effort, to evaluate the then-existing facts and circumstances relative to THOMAS's Development Project and CITY's interest in moving the ITF project forward, and discuss alternatives to termination, including the possible extension or other amendment of this Agreement.

Notwithstanding the foregoing, the CITY and THOMAS may conduct preliminary planning activities, feasibility studies and cost estimations for the proposed Track Relocation based on the Design Plans simultaneously with (and to assist with) its review of the environmental impacts of the Track Relocation.

3. Passenger Facilities. Subject to the conditions set forth in Section 2 above, CITY's reimbursement obligations, and THOMAS' funding obligations set forth in Sections 5 and 6 below, THOMAS shall construct and/or relocate the Passenger Facilities as contemplated by the TRA, the final versions of the Design Plans, and the Estimate. Such work shall be subject to the approval of the City and of UPRR, CCJPA and Amtrak as set forth in the TRA. THOMAS shall employ commercially reasonable efforts to gain such written approvals of the Design Plans and Estimate from UPRR, CCJPA and Amtrak, and provide copies of such written approvals to CITY prior to the initiation of such work. The parties shall update the schedule attached to the Estimate in order to develop a more definitive schedule of performance (such revised schedule shall be referred to herein as, the "**Schedule**") which implements prompt completion of the Passenger Facility Work, provided that (a) the commencement date of any work shall not occur before (i) the discretionary actions of the Sacramento City Council contemplated in Section 2(A) and (ii) the City receives the assurances described in Section 2(B) and (b) CITY shall identify available funds for its funding obligations set forth in Section 6 prior to the commencement date of any work and the first advance by THOMAS. For purposes of subsections (a) and (b) of this Section 3, the term "work" shall include the formulation of a detailed final design and construction plans and specifications. CITY expects to, and shall use good faith efforts to, identify such funds prior to the discretionary action set forth in Section 2(A).

4. Main Line Relocation. UPRR, CITY and THOMAS shall agree upon the final Design Plans and Estimate prior to the UPRR commencing with work on the Main Line Relocation. Subject to the conditions set forth in Section 2 above, CITY's reimbursement obligations and THOMAS' funding obligations set forth in Sections 5 and 6 below, THOMAS shall use commercially reasonable efforts to ensure that the Main Line Relocation is completed by UPRR in substantial compliance with the final Design Plans and the Estimate, in an expeditious manner consistent with the Schedule. Notwithstanding the foregoing, THOMAS makes no representation or warranty of any kind or nature to CITY regarding the performance of the Main Line Relocation by UPRR.

5. Cost Estimate and Additional Costs. THOMAS and CITY have reviewed and approved the Estimate, and acknowledge that the Costs may differ from the Estimate. Specifically, both parties agree to work on design issues and revise the scope of work included in the Estimate so

as to reduce the Estimate to \$40,000,000 or below. Prior to the commencement of any portion of the Track Relocation Work, THOMAS shall obtain written approval of the final Design Plans and Estimate from parties as required by the TRA. If the parties are unable to lower the Estimate below \$40,000,000, the parties shall meet and confer to discuss possible amendments to this Agreement to address, among other things, the funding of the difference between the Estimate and \$40,000,000. Any additional changes to the scope of work which increase the Estimate shall be subject to funding by the party requesting a change to the scope of work, excluding requests made by UPRR. Any increases to the Costs caused by delays to the Schedule shall be borne by the party responsible for the delay (excluding the delays caused by environmental review or funding issues contemplated in Section 3(b), and delays caused by matters outside the control of such party) provided that the delaying party is solely responsible for the delay and the non-delaying party is in all respects ready, willing and able to proceed with activities described in the Schedule. Except as set forth above, all increases to the Costs above \$40,000,000 arising from any source, including, without limitation, as a result of field conditions, increased costs for labor or materials, force majeure, or UPRR-required changes to the Estimate (collectively, "**Additional Costs**"), shall be shared equally between CITY and THOMAS. THOMAS shall provide CITY with copies of revised estimates and accountings of the Costs as same are available during the Track Relocation.

6. Payment for Track Relocation Work. Subject to the conditions set forth in Section 2 above, CITY hereby agrees to pay the sum of \$40,000,000 for the Costs set forth in the Estimate (as may be revised), plus one-half of any Additional Costs and plus other costs which are the responsibility of the City due to delays or changes attributable to City pursuant to Section 5 (collectively, "**City Costs**"). If CITY is unable to fund any portion of the City Costs (other than approximately \$4,000,000 in design costs, which CITY has agreed to fund directly) at the time needed to expeditiously perform the Track Relocation in accordance with the Schedule, THOMAS may advance or pay such City Costs up to \$40,000,000 on the City's behalf on or after an agreed-upon date therefor as set forth in the Schedule. All City Costs paid or incurred for the Track Relocation Work by THOMAS shall be reimbursed by CITY. This obligation shall be evidenced by a promissory note (the "**Note**") substantially in the form attached as Exhibit C, which shall be executed and delivered by CITY in favor of THOMAS immediately following satisfaction of the conditions set forth in Section 2. The interest rate, maturity date ("**Maturity Date**") and other terms of the Note shall be as further set forth on Exhibit C, provided, however, that the principal amount of the Note shall be \$40,000,000 less (a) the amount of design cost paid directly by the City as provided in this Section 6, (b) the amount of any external funding actually received by City and appropriated by City to its obligations described in this Section 6, and (c) the amount of some or all of the Purchase Price Differential (as defined in the City-Thomas PSA) that City applies against its obligations described in this Section 6.

7. Efforts. THOMAS and CITY agree to use commercially reasonable efforts to cooperate with each other and with UPRR to complete the Track Relocation Work as contemplated by this Agreement and the Schedule. The parties agree to take such actions and seek such approvals as may be necessary for such work to be completed in a timely manner. Further, CITY and THOMAS agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement. THOMAS and CITY agree to cooperate and use commercially reasonable efforts to seek alternative funding sources, either as direct payment or as reimbursement for the Costs. Further, Amtrak, CCJPA and CSRM agreed in the TRA to use their best efforts to assist in locating funds to pay for the Main Line

Relocation Costs, and Amtrak and CCJPA have indicated a willingness to assist with finding funds for the Passenger Facilities Work. The parties further agree that to the extent allowed by the sources of funding, funds received from these or other Federal or State sources shall be retained by CITY. To the extent allowed by the sources of funding, such funding first shall be used to offset CITY's obligations under Section 6 up to \$40,000,000, and then towards both parties' payment of Additional Costs equally to the extent such funds exceed \$40,000,000, to the extent permitted by law. Such offset shall neither limit nor reduce CITY's reimbursement obligations set forth in Section 6, but instead shall serve to reimburse CITY for its costs incurred under this Agreement.

8. Payments. All payments made by CITY hereunder to THOMAS shall be paid to THOMAS without deduction, offset, notice or demand, at the address for THOMAS set forth in Section 10 hereof, in immediately available funds in lawful money of the United States, provided that CITY shall be entitled, at its sole discretion, to credit some or all of the Purchase Price Differential (as defined in the City-Thomas PSA) against its obligations described in Section 6. Any amounts so credited by City shall be paid by THOMAS towards the payment of the City Costs.

9. Expenses. CITY and THOMAS agree that each party hereto shall bear the costs and expenses of its own consultants and personnel hired or retained in connection with this Agreement (except as set forth in Section 15 below), including, without limitation, architectural, engineering and inspection fees, legal fees, accounting fees, environmental consultant fees, and auditor fees except to the extent such consultants or personnel are performing work included in the Estimate (or such costs are otherwise included in the Estimate), such as the construction management fee paid to THOMAS for managing the Track Relocation. THOMAS agrees that all typical CITY permit, construction inspection and related fees and costs are included in the Estimate as expenses of the Track Relocation Work. THOMAS agrees that CITY shall provide typical oversight to THOMAS's construction management to ensure compliance with the Design Plans, the Estimate and CITY development standards and construction management rules and procedures, with the costs of such oversight included in the Estimate. THOMAS further agrees that within five (5) business days (or such longer time if reasonably necessary to come into compliance) of any notice by the CITY of any non-compliance with CITY rules and procedures it shall correct any such activities. If such non-compliance is not cured in a timely manner, as determined by the CITY, THOMAS shall remain obligated to come into compliance, but shall be solely responsible for the cost and expense in doing so.

10. Access. CITY hereby grants to THOMAS a temporary construction easement, rights of access and egress, over the Station Property to the extent required to perform all Track Relocation Work contemplated hereunder. The parties will execute and record such further easement agreements providing access rights as reasonably required by THOMAS to fulfill its obligations hereunder, provided that the activities to be conducted within such temporary construction easements shall not unduly interfere with the ongoing transportation services provided on the Station Property or related parking. Such agreements shall include all indemnity, insurance and other provisions typically required by City for easements or rights of entry across City property as mutually agreed by both parties.

11. Construction Contract. The parties acknowledge that a significant portion of the Track Relocation Work will be paid for by public funds and, accordingly, competitive bidding, prevailing wage, progress payments, bonding, inspections and other matters will be required in the performance of the work all pursuant to City rules, regulations and policies. The Track Relocation Work shall be prosecuted pursuant to a construction contract entered into by the parties.

12. Notice. All notices hereunder shall be in writing. Notices may be delivered personally, by reputable overnight courier, or by United States mail, postage prepaid, to either party at the address set forth below, or at such other address as a party, by written notice, may designate. Notices given by hand shall be deemed received on the day so delivered, transmitted or sent. Notices given by overnight courier shall be deemed received on the first business day following the mailing date. Notices mailed shall be deemed received as of 5:00 P.M. on the second business day following the mailing date. Any notices shall be deemed delivered only when actually delivered or transmitted and received (or first refused) at the specified address. THOMAS shall provide CITY with copies of revised estimates and accountings of the Costs.

CITY: City of Sacramento  
915 "I" Street, Fifth Floor  
Sacramento, CA 95814  
c/o Ray Kerridge, City Manager

THOMAS: Thomas Enterprises, Inc.  
431 I Street, Suite 202  
Sacramento, CA 95814  
c/o Suheil J. Totah, Vice President-Development

*Copies to:* City of Sacramento  
915 "I" Street, Fourth Floor  
Sacramento, CA 94814  
c/o Eileen Teichert, City Attorney

Cushing, Morris, Armbruster, & Montgomery LLP  
229 Peachtree Street N.E., Suite 2110  
Peachtree Center International Tower  
Atlanta, GA 30303  
c/o Jeffrey Montgomery, Esq.

*And to:* Diepenbrock Harrison  
400 Capitol Mall, Suite 1800  
Sacramento, CA 95814  
c/o Joel Patrick Erb, Esq.

13. Amendment; Integration. This Agreement may not be amended except in writing

14. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement is not intended to benefit, and does not benefit, any third person.

15. Attorneys' Fees and Expenses. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

16. Time. Time is of the essence of each term of this Agreement.

17. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts or choice of law principles.

18. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, all such counterparts together constituting but one and the same instrument.

[Remainder of page intentionally left blank]

20. Entire Agreement. This Agreement, together with its Exhibits, inclusive, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings or agreements of the parties, oral or otherwise, respecting the same; provided, however, that this Agreement is being executed in conjunction with the City-Thomas PSA and does not supersede or amend the City-Thomas PSA.

**CITY OF SACRAMENTO**

Date: \_\_\_\_\_ By: \_\_\_\_\_

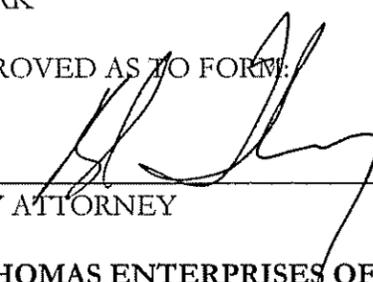
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK CITY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

**S. THOMAS ENTERPRISES OF SACRAMENTO, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

20. Entire Agreement. This Agreement, together with its Exhibits inclusive, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings or agreements of the parties, oral or otherwise, respecting the same; provided, however, that this Agreement is being executed in conjunction with the City-Thomas PSA and does not supersede or amend the City-Thomas PSA.

CITY OF SACRAMENTO

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK CITY

APPROVED AS TO FORM:

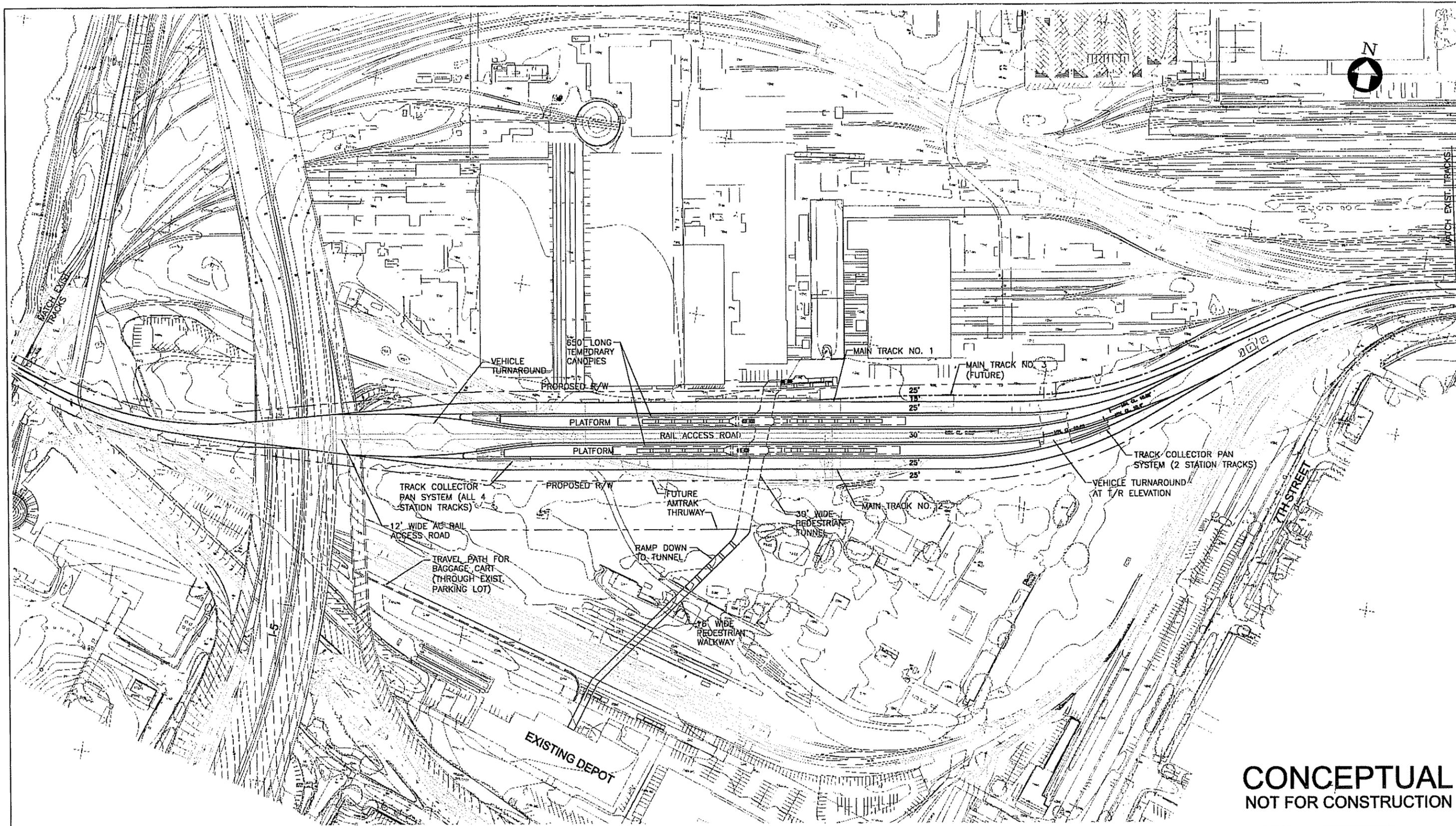
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CITY ATTORNEY

S. THOMAS ENTERPRISES OF SACRAMENTO, LLC

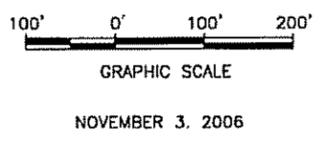
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**EXHIBIT A**

**Design Plans**

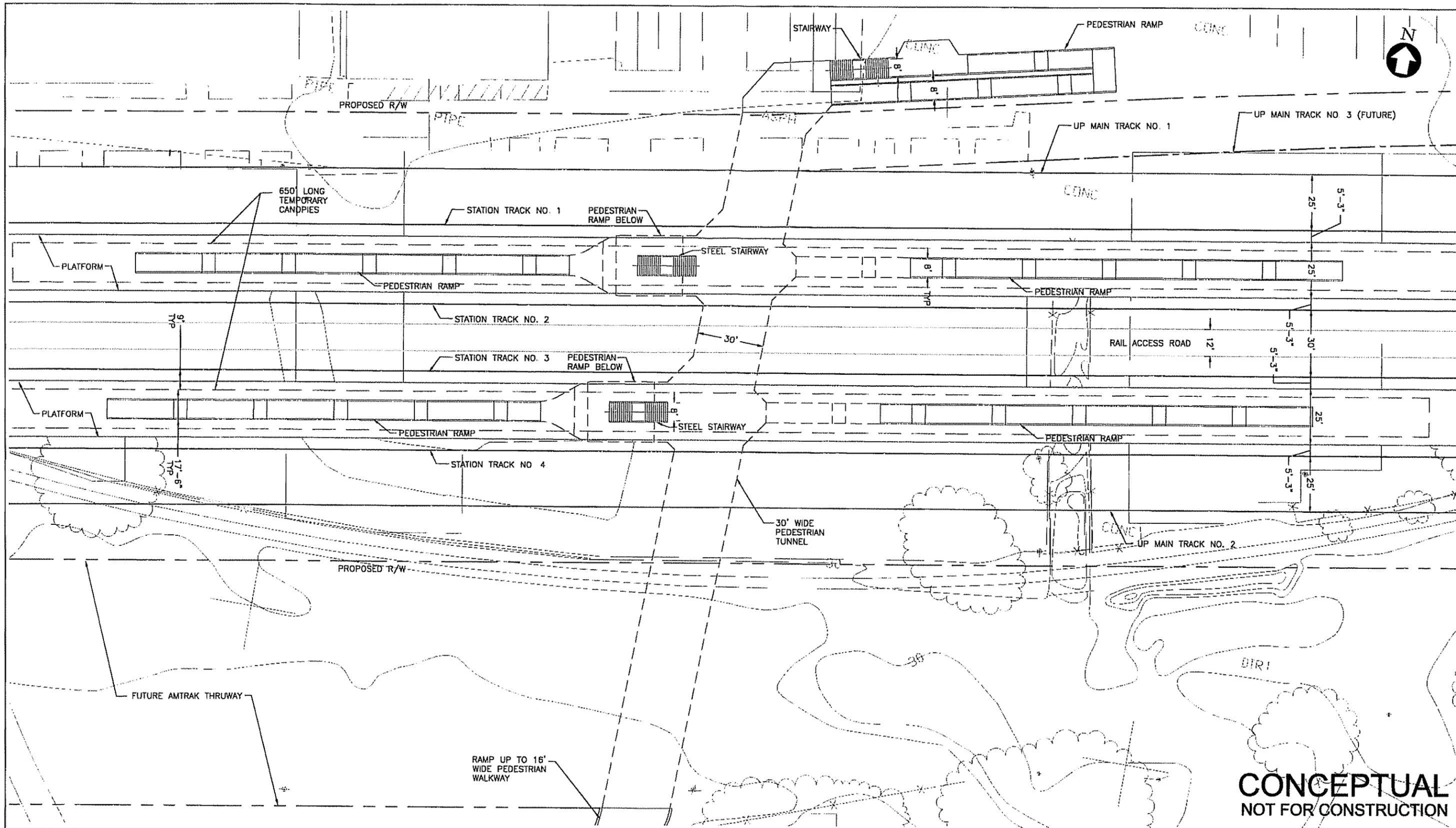


**CONCEPTUAL**  
NOT FOR CONSTRUCTION



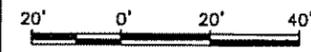
SACRAMENTO STATION  
TRACK RELOCATION PROJECT  
OVERALL LAYOUT PLAN

ST1



**CONCEPTUAL**  
NOT FOR CONSTRUCTION

  
STV Incorporated



NOVEMBER 3, 2006

SACRAMENTO STATION  
TRACK RELOCATION PROJECT  
PEDESTRIAN TUNNEL PLAN

ST2

**EXHIBIT B**

**Estimates (including schedule and scope of work)**

**I. Passenger Facilities**

**II. Main Line Relocation**

**Estimate Summary**

Track Relocation and Finance Agreement

8-Dec-06

**Estimate Description**

This estimate is comprised of two parts: a Passenger Facilities estimate generated by STV Inc covering facilities needed by the public and rail operators to provide passenger service at the newly relocated tracks; and a Mainline Track and Signal estimate by Union Pacific Railroad covering site work, trackage and signalization of new UP and Passenger rails between the 7th St crossing and the I St Bridge

Scope for the Passenger Facilities estimate was generated through meetings with Amtrak and CCJPA to determine passenger and other trackside requirements, and by Thomas Enterprises and City of Sacramento Department of Transportation staff to ensure conformance with future plans for the Intermodal Transit Facility as adopted by the Sacramento City Council in 2003. STV Inc then estimated that scope, escalating all costs to the midpoint of construction, or 2008 dollars.

Scope for the Mainline Track and Signal Relocation estimate was determined through meetings between Union Pacific, Amtrak, CCJPA, the City of Sacramento and it's SITF Workgroup and Stakeholder's, who collectively determined the needed plans and profiles of the new track configuration. From that scope, Union Pacific generated the attached Material and Force Account Estimate in June of 2006. Since the current schedule anticipates a 2008 construction period, those costs were escalated by 4% per year to arrive at 2008 dollars.

A summary of the two components is below. The estimates themselves follow this sheet.

Item	Dated	Estimate Cost	Year\$	Estimated Escalation 4%/YR	2008\$
<b>Passenger Facilities</b>					
STV Inc Project Cost Estimate - Conceptual Based on STV, Inc "Sacramento Station" plans ST1 and ST2 [As modified by joint Thomas/City meeting 11/30/06]	11/30/2006 11/3/2006	\$31,730,000	2008	\$0	\$31,730,000
<b>Mainline Track and Signal Relocation</b>					
UP Material and Force Account Estimate - ML Relocation Project, v3 Based on UP "Downtown Sacramento Rail Relocation Project" Rev 4	6/29/2006 1/18/2006	\$12,160,097	2006	\$992,264	\$13,152,361
<b>Estimated Total</b>					<b>\$44,882,361</b>

DRAFT

Project Name: Sacramento Station Track Relocation

Design Level: Conceptual

Modified jointly by Thomas & City

Last Updated: 11/30/2006

ITEM	DESCRIPTION <small>Blue comments are changes from the 11/3/06 estimate Red comments are automatic percentage or addition changes</small>	TOTAL COST	NOTES
1	MOBILIZATION / DEMOBILIZATION	\$1,092,570	
2	SITE PREPARATION - RAILROAD (UP AND STATION TRACKS)	\$1,629,339	
3	SITE PREPARATION - (NON-RAILROAD)	\$922,003	
4	DRAINAGE	\$528,500	
5	RAILROAD WORK (NOT PERFORMED BY UP)	\$274,800	
6	PAVEMENT	\$142,994	
7	UTILITIES	\$678,000	
8	CAST-IN-PLACE CONCRETE	\$7,497,636	
9	STRUCTURAL METAL	\$1,429,350	
10	MISCELLANEOUS METAL	\$1,422,029	
11	MOISTURE PROTECTION	\$194,646	
12	FINISHES	\$255,000	
13	COMMUNICATIONS SPECIALTIES	\$295,000	
14	OTHER SPECIALTIES		
15	EQUIPMENT	\$150,000	
16	FURNISHINGS	\$49,000	
17	MECHANICAL	\$398,000	
18	ELECTRICAL	\$663,850	
	CONTINGENCY 25%	\$4,405,679	
<b>SUB-TOTAL: CONSTRUCTION COSTS</b>		<b>\$22,030,000</b>	
	<b>CIVIL / STRUCTURAL ENGINEERING:</b>		
	GEOTECHNICAL INVESTIGATION	\$75,000	
	SURVEY / AERIAL MAPPING		
	DESIGN & DESIGN SUPPORT 10%	\$2,203,000	
	RIGHT OF WAY ACQUISITION TBD		
	ENVIRONMENTAL CLEARANCE	\$50,000	
	CONSTRUCTION MANAGEMENT 10%	\$2,203,000	
	AGENCY COSTS none		
	PROJECT MANAGEMENT none		
	FLAGGING none		
	PERMITTING/CITY REQUIREMENTS 1%	\$221,000	
	PUC FEES none		
	ENVIRONMENTAL REMEDIATION ALLOWANCE	\$950,000	
	REGULATORY APPROVALS/OVERSIGHT ALLOWANCE	\$106,000	
	STORM WATER POLLUTION PREVENTION	\$100,000	
	ARCHAEOLOGICAL ARTIFACTS	\$70,000	
	CITY CONST INSPECTIONS & OVERSIGHT 3%	\$661,000	
	CONTINGENCY 10%	\$663,900	
<b>SUB-TOTAL ENGINEERING, MANAGEMENT AND OTHER COSTS</b>		<b>\$7,302,900</b>	
	PROJECT RESERVE		
	ESCALATION Rate: 4.00% Yrs: 2	\$2,393,565	
<b>TOTAL:</b>		<b>\$31,730,000</b>	

ITEM NO.	WORK DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST BASE CASE	NOTES
1.0	MOBILIZATION / DEMOBILIZATION					
1.1	MOBILIZATION	1	LS	\$780,407.22	\$780,407	
1.2	DEMOBILIZATION	1	LS	\$312,162.89	\$312,163	
	5% MOBILIZATION					
	2% DEMOBILIZATION					
	<b>MOBILIZATION / DEMOBILIZATION SUBTOTAL</b>				<b>\$1,092,570</b>	
2.0	<b>SITE PREPARATION - RAILROAD (UP AND STATION TRACKS)</b>					
2.1	Demolition of Existing Concrete Foundations, Footings, Slabs, Pavement and Tunnel Clear and Grub	11.49	LS	\$448,000.00	\$448,000	
2.2		2,477	AC	\$6,000.00	\$68,987	
2.3	Excavation and Grading (in Cut areas) for Trackbed	22,913	CY	\$15.00	\$37,156	
2.4	Embankment (in Fill areas) for Trackbed	6,825	CY	\$20.00	\$458,267	
2.5	Subballast	5,775	CY	\$50.00	\$341,250	
2.6	Track Subdrains	30	LF	\$30.00	\$173,250	
2.7	Track Subdrain Cleanouts	320	EA	\$1,800.00	\$54,450	
2.8	Drainage Culverts - 24" Dia.		LF	\$150.00	\$48,000	
	<b>SITE PREPARATION - RAILROAD (UP AND STATION TRACKS) SUBTOTAL</b>				<b>\$1,629,339</b>	
3.0	<b>SITE PREPARATION - (NON-RAILROAD)</b>					
3.1	Demolition of Existing Passenger Canopies	1	LS	\$150,000.00	\$150,000	
3.2	Demolition of Existing Passenger Platforms	1	LS	\$120,000.00	\$120,000	
3.3	Demolition of Existing Passenger Tunnels	1	LS	\$50,000.00	\$50,000	
3.4	Clear, Grub and Subgrade Preparation for new Roads and Sidewalks	2,578	SY	\$2.50	\$6,444	
3.5	Excavation for Structures	9,893	CY	\$25.00	\$247,333	
3.6	Structural Backfill	3,294	CY	\$45.00	\$148,225	
3.7	Jet Grouting for Structure Excavation	1	LS	\$200,000.00	\$200,000	
	<b>SITE PREPARATION - (NON-RAILROAD) SUBTOTAL</b>				<b>\$922,003</b>	
4.0	<b>DRAINAGE</b>					
4.1	Sump Pump System for Pedestrian Tunnel	1	LS	\$110,000.00	\$110,000	
4.2	Site Storm Drainage	1	LS	\$418,500.00	\$418,500	
	<b>DRAINAGE SUBTOTAL</b>				<b>\$528,500</b>	
5.0	<b>RAILROAD WORK (NOT PERFORMED BY UP)</b>					
5.1	Grade Crossings at East End of Station Platforms (for vehicle turnaround)	120	TF	\$500.00	\$60,000	
5.2	Track Collector Pan System	720	TF	\$90.00	\$64,800	
5.3	Track Collector Pan - Piping to Oil-Water Separator	2	EA	\$75,000.00	\$150,000	
	<b>RAILROAD WORK (NOT PERFORMED BY UP) SUBTOTAL</b>				<b>\$274,800</b>	
6.0	<b>PAVEMENT</b>					
6.1	Aggregate Base	529	CY	\$50.00	\$26,444	
6.2	Asphalt Concrete Pavement (Rail Access Road and Baggage Cart Path)	630	CY	\$185.00	\$116,550	
	<b>PAVEMENT SUBTOTAL</b>				<b>\$142,994</b>	
7.0	<b>UTILITIES</b>					

ITEM NO.	WORK DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST BASE CASE	NOTES
7.1	Utility Crossings	1	LS	\$678,000.00	\$678,000	
				<b>SUBTOTAL</b>	<b>\$678,000</b>	
<b>8.0</b>	<b>CAST-IN-PLACE CONCRETE</b>					
8.1	Pedestrian Walkway from Depot to Tunnel	8,862	SF	\$4.50	\$39,879	
8.2	Station Platforms (slab on grade)	1,153	CY	\$275.00	\$317,141	
8.3	Station Platform Footings / Edge Walls	727	CY	\$650.00	\$472,252	
8.4	Retaining Walls for Pedestrian Ramps and Stairs from Tunnel to Surface	2,085	CY	\$750.00	\$1,563,581	
8.5	Concrete Ramps from Tunnel to Surface (6 ramps)	162	CY	\$275.00	\$44,489	
8.6	Concrete Stairs from Tunnel to Surface (1 set of stairs)	13	CY	\$1,000.00	\$13,067	
8.7	Retaining Walls for Pedestrian Tunnel	457	CY	\$750.00	\$342,563	
8.8	Pedestrian Tunnel Base/Footing Slab	1,085	CY	\$275.00	\$298,375	
8.9	Pedestrian Tunnel Lid	1,232	CY	\$1,750.00	\$2,156,000	
8.10	5th Street Foundations and Walls	1	LS	\$750,289.02	\$750,289	
8.11	6th Street Foundations and Walls	1	LS	\$1,500,000.00	\$1,500,000	
				<b>SUBTOTAL</b>	<b>\$7,497,636</b>	
<b>9.0</b>	<b>STRUCTURAL METAL</b>					
9.1	Station Canopies (temporary)	22,750	SF	\$45.00	\$1,023,750	
9.2	Pedestrian Walkway Canopy (temporary)	10,080	SF	\$35.00	\$352,800	
9.3	Stairways from Tunnel to Platform	2	EA	\$26,400.00	\$52,800	
				<b>SUBTOTAL</b>	<b>\$1,429,350</b>	
<b>10.0</b>	<b>MISCELLANEOUS METAL</b>					
10.1	Railings at Top of Walls (guardrail)	2,453	LF	\$150.00	\$367,965	
10.2	Hand Rails at Stairs and Ramps	3,172	LF	\$120.00	\$380,664	
10.3	Steel Railing (along temporary walkway and misc.)	1,800	LF	\$125.00	\$225,000	
10.4	Gates	2	EA	\$3,200.00	\$6,400	
10.5	Steel Security Fence - 8' High (along R/W, both sides)	6,800	LF	\$65.00	\$442,000	
				<b>SUBTOTAL</b>	<b>\$1,422,029</b>	
<b>11</b>	<b>MOISTURE PROTECTION</b>					
11.1	Dampproofing Retaining Walls	2,420	SY	\$8.00	\$19,357	
11.2	Waterproofing-Liquid Membrane 80mils Top and Sides	2,062	SY	\$85.00	\$175,289	
				<b>SUBTOTAL</b>	<b>\$194,646</b>	
<b>12</b>	<b>FINISHES</b>					
12.1	Architectural Finish on Inside Walls of Pedestrian Tunnel		SF	\$45.00		
12.2	Architectural Finish on Pedestrian Tunnel Floor		SF	\$25.00		
12.3	Architectural Finish on Pedestrian Tunnel Ceiling		SF	\$15.00		
12.4	Architectural Finish on inside Walls of Ramps and Stairs		SF	\$8.50		

Project Name: Sacramento Station - Track and Station Relocation

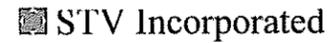
Design Level: Conceptual

Last Updated: 11/3/2006

ITEM NO.	WORK DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST BASE CASE	NOTES
12.5	Concrete Finish on Platform Surface		SF	\$4.50		
12.6	Tactile Warning Strip on Platform	5,000	SF	\$45.00	\$225,000	
12.7	Skylights	4	EA	\$7,500.00	\$30,000	
	<b>FINISHES SUBTOTAL</b>				<b>\$255,000</b>	
13.0	<b>COMMUNICATIONS SPECIALTIES</b>					
13.1	CCTV - Cameras, Conduit and Microwave Relay to Police Dept.	1	LS	\$75,000.00	\$75,000	
13.2	Public Address System on Platforms	1	LS	\$45,000.00	\$45,000	
13.3	Electronic Reader Boards	1	LS	\$175,000.00	\$175,000	
	<b>COMMUNICATIONS SPECIALTIES SUBTOTAL</b>				<b>\$295,000</b>	
14.0	<b>OTHER SPECIALTIES</b>					
14.1	Landscape and Irrigation		LS	\$250,000.00		
	<b>OTHER SPECIALTIES SUBTOTAL</b>					
15.0	<b>EQUIPMENT</b>					
15.1	Locomotive Fueling Standpipe System at Platform	1	LS	\$150,000.00	\$150,000	
	<b>EQUIPMENT SUBTOTAL</b>				<b>\$150,000</b>	
16.0	<b>FURNISHINGS</b>					
16.1	Benches on Platforms	12	EA	\$1,500.00	\$18,000	
16.2	Trash Cans	12	EA	\$500.00	\$6,000	
16.3	Signage	1	LS	\$25,000.00	\$25,000	
	<b>FURNISHINGS SUBTOTAL</b>				<b>\$49,000</b>	
17.0	<b>MECHANICAL</b>					
17.1	Water Service Connection	1	LS	\$75,000.00	\$75,000	
17.2	Potable Water on Platforms	1	LS	\$73,000.00	\$73,000	
17.3	Oil Water Separator	1	LS	\$250,000.00	\$250,000	
	<b>MECHANICAL SUBTOTAL</b>				<b>\$398,000</b>	
18.0	<b>ELECTRICAL</b>					
18.1	Electrical Service Connection	1	LS	\$175,000.00	\$175,000	
18.2	Power Distribution System	1	SYS	\$167,600.00	\$167,600	
18.3	Platform Light Fixtures (suspended from canopy or poles)	96	EA	\$1,250.00	\$120,000	
18.4	Platform Light Poles	48	EA	\$2,500.00	\$120,000	
18.5	Pedestrian Tunnel Lighting	24	EA	\$1,250.00	\$30,000	
18.6	Power - 110V Outlets at Platforms	1	LS	\$10,000.00	\$10,000	
18.7	Power - 480V Locomotive Outlets	1	LS	\$10,000.00	\$10,000	



**ESTIMATE OF CONSTRUCTION QUANTITIES**



Project: Sacramento Station - Track and Platform Relocation  
 Line/Milepost: \_\_\_\_\_ Design Level: Conceptual  
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 Prepared by/Checked by: Andy Sokol / David Berger File No.: \_\_\_\_\_

**DETAILED QUANTITY ESTIMATES**

**CLEAR AND GRUB**  
 Total Track and Platform Area (By CADD) 500700 11.49

**EXCAVATION (CUT) for TRACKWORK**

TRACK	GROSS Length	Less Length in Fill Areas	NET Length in Cut Areas	X-SEC L AREA (SF)	GROSS VOL (CF)	Subtract	NET VOL (CF)	NET VOL (CY)
UP Main Track No. 1	3350.00	2400.00	950.00	32.00	30400	0	30400	1125.93
UP Main Track No. 2	3350.00	2400.00	950.00	32.00	30400	0	30400	1125.93
Station Track No. 1	2100.00	2100.00	0.00	32.00	0	0	0	0.00
Station Track No. 2	1800.00	1800.00	0.00	32.00	0	0	0	0.00
Station Track No. 3	1800.00	1800.00	0.00	32.00	0	0	0	0.00
Station Track No. 4	2100.00	2100.00	0.00	32.00	0	0	0	0.00
<b>TOTAL</b>								<b>2252</b>
Add Extra							10.0%	<b>2477</b>

**EXCAVATION (CUT) for STRUCTURES AND MISCELLANEOUS**

TRACK	GROSS Length	X-SEC L AREA (SF)	GROSS VOL (CF)	Subtract	NET VOL (CF)	NET VOL (CY)
Excavation for Ped Tunnel	320.00	540.00	172800	0	172800	6400.00
Excavation for Ramps	1360.00	60.00	81600	0	81600	3022.22
<b>TOTAL</b>						<b>9422</b>
Add Extra						5.0% <b>9893</b>

**EARTHWORK (FILL) FOR TRACKWORK**

TRACK	FROM STA	TO STA	GROSS TF	X-SEC L AREA (SF)	GROSS VOL (CF)	Subtract	NET VOL (CF)	NET VOL (CY)
UP Main Track No. 1	3163+00	3187+00	2400	74	177600	0	177600	6577.78
UP Main Track No. 2	3163+00	3187+00	2400	74	177600	0	177600	6577.78
Station Track No. 1			2100.00	30	63000	0	63000	2333.33
Station Track No. 2			1800.00	30	54000	0	54000	2000.00
Station Track No. 3			1800.00	30	54000	0	54000	2000.00
Station Track No. 4			2100.00	30	63000	0	63000	2333.33
<b>TOTAL</b>								<b>21822</b>
Add Extra								5.0% <b>22913</b>

**SUBDRAINS - 6"**

TRACK/PIPE RUN	FROM STA	TO STA	Track Subdrain	Add/Subtract	Total Length (LF)
Station Track No. 1			1400	0	1400
Station Track No. 2			1400	0	1400
Station Track No. 3			1350	0	1350
Station Track No. 4			1350	0	1350
<b>TOTAL</b>					<b>5500</b>
Add Extra					5.0% <b>5775</b>

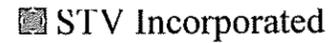
**BALLAST**

TRACK	FROM STA	TO STA	GROSS TF	X-SEC L AREA (SF)	GROSS VOL (CF)	TIE VOLUME (CF)	NET VOL (CF)	NET VOL (CY)	BALLAST DENSITY	NET TONNAGE
Provided by UP			0	5	0	0	0	0.00	15	0
			0	21.6	0	0	0	0.00	15	0
			0	21.6	0	0	0	0.00	15	0
			0	18.7	0	0	0	0.00	15	0
<b>TOTAL</b>									<b>0</b>	<b>0</b>
Add Extra									10.0%	<b>0</b>

**SUBBALLAST**

TRACK	FROM STA	TO STA	GROSS TF	WIDTH (FT)	DEPTH (IN)	GROSS VOL (CF)	GROSS VOL (CY)	Subtract	NET VOL (CY)
UP Main Track No. 1			3250.00	30	6	48750	1805.58	0.00	1805.58
UP Main Track No. 2			3250.00	30	6	48750	1805.58	0.00	1805.58
Station Track No. 1			2100.00	20	6	21000	777.78	0.00	777.78
Station Track No. 2			1800.00	20	6	18000	666.67	0.00	666.67
Station Track No. 3			1800.00	20	6	18000	666.67	0.00	666.67

**ESTIMATE OF CONSTRUCTION QUANTITIES**



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Station Track No. 4	2100.00	20	6	21000	777 78	0.00	777 78
TOTAL				Add Extra	5.0%	6500	6625

**SUBDRAIN CLEAN-OUTS**

TRACK/PIPE RUN	FROM STA	TO STA	Track Subdrain Length	Storm Drain Connector	Total Length (LF)	Clean-out Spacing (LF)	Clean-outs Required
Station Track No. 1			1400	0	1400	200	7
Station Track No. 2			1400	0	1400	200	7
Station Track No. 3			1350	0	1350	200	7
Station Track No. 4			1350	0	1350	200	7
TOTAL				Add Extra	10.0%	28	30

**CONSTRUCT RETAINING WALLS - RAMPS AND STAIRS**

WALL DESIGNATION	Length (ft)	Average height (ft)	Wall Area (SF)	Wall Area (SY)	Wall Thickness (ft)	Width of Flg. (ft)	Thickness of Footing (ft)	Wall Volume (CY)
<b>Pedestrian Ramps from Tunnel to Surface</b>								
NE Ramp North Wall	250.00	8.00	2000.00	222.22	1.25	6.5	1.5	182.9
NE Ramp South Wall	250.00	8.00	2000.00	222.22	1.25	6.5	1.5	182.9
NW Ramp North Wall	260.00	8.00	2080.00	231.11	1.25	6.5	1.5	190.2
NW Ramp South Wall	260.00	8.00	2080.00	231.11	1.25	6.5	1.5	190.2
SE Ramp North Wall	250.00	8.00	2000.00	222.22	1.25	6.5	1.5	182.9
SE Ramp South Wall	250.00	8.00	2000.00	222.22	1.25	6.5	1.5	182.9
SW Ramp North Wall	260.00	8.00	2080.00	231.11	1.25	6.5	1.5	190.2
SW Ramp South Wall	260.00	8.00	2080.00	231.11	1.25	6.5	1.5	190.2
Ramp at south end of Tunne East Wall	180.00	6.50	1170.00	130.00	1.25	6.5	1.5	119.2
Ramp at south end of Tunne West Wall	180.00	6.50	1170.00	130.00	1.25	6.5	1.5	119.2
Ramp at north end of Tunne North Wall	160.00	6.50	1040.00	115.56	1.25	6.5	1.5	105.9
Ramp at north end of Tunne South Wall	160.00	6.50	1040.00	115.56	1.25	6.5	1.5	105.9
<b>Stairways from Tunnel to Surface</b>								
North Tunnel Entrance North Wall	28.00	6.50	189.00	18.78	1.25	9.5	1.5	21.5
North Tunnel Entrance South Wall	28.00	6.50	189.00	18.78	1.25	9.5	1.5	21.5
TOTAL			20740	2304				1986
Add Extra			5.0%	21777	2420			2085

**CONSTRUCT RETAINING WALLS - PEDESTRIAN TUNNEL**

WALL DESIGNATION	Length (ft)	Average height (ft)	Wall Thickness (ft)	Width of Flg. (ft)	Thickness of Footing (ft)	Wall Volume (CY)	
West Wall	320.00	10.00	1.5	0	0	177.8	
East Wall	320.00	10.00	1.5	0	0	177.8	
North Wall	65.00	12.00	1.5	10	1.5	79.4	
TOTAL						435	
Add Extra						5.0%	457

**STRUCTURAL BACKFILL - BACKFILL RETAINING WALLS**

	Wall Area (SF)	Average Height (ft)	Volume (CF) Backfill at 1:1	Volume (CY)	
Total Surface Area of All Walls	22234	8.00	88935.00	3293.888889	
TOTAL				3294	
Add Extra				0.0%	3294

**CONSTRUCT BASE/FOOTING - PEDESTRIAN TUNNEL**

WALL DESIGNATION	Length (ft)	Average height (ft)	Wall Thickness (ft)	Width of Flg. (ft)	Thickness of Footing (ft)	Wall Volume (CY)	
Base/Footing	320.00	0.00	0	33	2.5	977.8	
Area North of Tunnel	25.00			40	1.5	55.8	
TOTAL						1033	
Add Extra						5.0%	1085

**CONSTRUCT TOP SLAB - PEDESTRIAN TUNNEL**

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WALL DESIGNATION	Length (ft)	Average height (ft)	Wall Thickness (ft)	Width (ft)	Average Thickness (ft)	Wall Volume (CY)
Top Slab	320.00	0.00	0	33	3	1173.3
TOTAL						1173
Add Extra						5.0% 1232

**CONSTRUCT CONCRETE RAMPS**

WALL DESIGNATION	Length (ft)	Width (ft)	Thickness (in.)	Volume (CY)
<b>Ramps from Tunnel to Surface</b>				
NE Ramp	250.00	8.00	4	24.7
NW Ramp	260.00	8.00	4	25.7
SE Ramp	250.00	8.00	4	24.7
SW Ramp	260.00	8.00	4	25.7
Ramp at south end of Tunnel	180.00	16.00	4	35.6
Ramp at north end of Tunnel	180.00	8.00	4	17.8
TOTAL				154
Add Extra				5.0% 162

**CONSTRUCT CONCRETE STAIRWAYS**

WALL DESIGNATION	Length (ft)	Width (ft)	Average Thickness (ft)	Wall Volume (CY)
<b>Stairways from Tunnel to Surface</b>				
North Tunnel Entrance	28.00	8.00	1.5	12.4
TOTAL				12
Add Extra				5.0% 13

**CONSTRUCT STEEL STAIRWAYS**

WALL DESIGNATION	Height (ft)	Risers	Width	Unit Cost	Cost per Stairway
<b>Stairways from Tunnel to Surface</b>					
NE Platform	16.50	22.00	8	1200	\$ 26,400.00
SE Platform	16.50	22.00	8	1200	\$ 26,400.00
TOTAL					44
Add Extra					0.0% 44

**CONSTRUCT GRADE CROSSINGS**

Standard Grade Crossing Panel Length = 8'

TRACK	FROM STA	TO STA	NET TF REQ'D	PANEL LENGTH	NO. OF PANELS	LENGTH
Provided by						
Rail Access Road crossing UP MT No. 2 under I-5			UP	0	0	0
Rail Access Turnaround at east end of platforms - Station Track 2			60			60
Rail Access Turnaround at east end of platforms - Station Track 3			60			60
TOTAL						120
Add Extra						0.0% 120

**AGGREGATE BASE**

	FROM STA	TO STA	LENGTH (FT)	WIDTH (FT)	AREA (SF)	DEPTH (IN)	GROSS VOL. (CF)	GROSS VOL. (CY)	Subtract	NET VOL. (CY)	NET VOL. (CY)
Rail Access Road			1700	12	20400	8	13600	503.70	0.00	503.70	503.70
Baggage Cart Path			0	10	0	8	0.00	0.00	0.00	0.00	0.00
TOTAL										504	
Add Extra										5.0% 529	

**CONSTRUCT ASPHALT CONCRETE PAVEMENT**

LOCATION	Length (feet)	Width (feet)	AREA (SF)	Thickness (inches)	NET VOL. (CF)	NET VOL. (CY)
Rail Access Road	1950.00	12.00	23400	6	11700	433.33
Rail Access Road Turnaround and Misc.	150.00	60.00	9000	6	4500	166.67
Baggage Cart Path (note, existing parking lot)	0.00	10.00	0	4	0	0.00
TOTAL					32400	600
Add Extra					5.0% 34020	630

**ESTIMATE OF CONSTRUCTION QUANTITIES**

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**CONSTRUCT CONCRETE SIDEWALKS**

LOCATION	Length (feet)	Width (feet)	AREA (SF)	Thickness (inches)	NET VOL. (CF)	NET VOL. (CY)
16' Wide Ped. walkway from Depot to Tunnel	450.00	16.00	7200	4	2400	88.89
Landing at South End of Platform	15.00	16.00	240	4	80	2.96
Landing at North End of Platform	50.00	20.00	1000	4	333	12.35
<b>TOTAL</b>			<b>8440</b>		<b>TOTAL</b>	<b>104</b>
Add Extra	5.0%		8662	Add Extra	5.0%	109

**CONSTRUCT CONCRETE STATION PLATFORMS (SLABS)**

LOCATION	Length (feet)	Width (feet)	AREA (SF)	Thickness (inches)	NET VOL. (CF)	NET VOL. (CY)
North Platform Slab on Grade	1280.00	25.00	32000	6	16000	592.59
South Platform Slab on Grade	1211.00	25.00	30275	6	15138	560.65
<b>TOTAL</b>			<b>62275</b>		<b>TOTAL</b>	<b>1153</b>
Add Extra	0.0%		62275	Add Extra	0.0%	1153

**CONSTRUCT CONCRETE STATION PLATFORM FOOTING / TRACK EDGE WALLS**

LOCATION	Length (feet)	Width (feet)	AREA (SF)	Height (ft)	NET VOL. (CF)	NET VOL. (CY)
North Platform Footings / Tr. North Side	1280.00	1.25	1600	3	4800	177.78
North Platform Footings / Tr. South Side	1280.00	1.25	1600	3	4800	177.78
South Platform Footings / Tr. North Side	1211.00	1.25	1513.75	3	4541	166.19
South Platform Footings / Tr. South Side	1211.00	1.25	1513.75	3	4541	166.19
<b>TOTAL</b>			<b>6228</b>		<b>TOTAL</b>	<b>692</b>
Add Extra	5.0%		6539	Add Extra	5.0%	727

**PEDESTRIAN GUARD RAILS AND HAND RAILS**

WALL DESIGNATION	Rails Top of Walls Length (ft)	Hand Rails Length (ft)
<b>Pedestrian Ramps from Tunnel to Surface</b>		
NE Ramp North Wall	195.00	250.00
NE Ramp South Wall	195.00	250.00
NW Ramp North Wall	195.00	260.00
NW Ramp South Wall	195.00	260.00
SE Ramp North Wall	195.00	250.00
SE Ramp South Wall	195.00	250.00
SW Ramp North Wall	195.00	260.00
SW Ramp South Wall	195.00	260.00
Ramp at south end of Tunne North Wall	180.00	180.00
Ramp at south end of Tunne South Wall	180.00	180.00
Ramp at north end of Tunne North Wall	180.00	180.00
Ramp at north end of Tunne South Wall	180.00	180.00
<b>Stairways from Tunnel to Surface</b>		
North Platform North Wall	0.00	45.00
North Platform South Wall	30.00	45.00
South Platform Center Hand Rail	0.00	45.00
South Platform North Wall	0.00	45.00
South Platform South Wall	30.00	45.00
South Platform Center Hand Rail	0.00	45.00
North Tunnel Entrance North Wall	65.00	40.00
North Tunnel Entrance South Wall	0.00	40.00
<b>TOTAL</b>	<b>2405</b>	<b>3110</b>
Add Extra	2.0%	3172

**FENCING**

FENCE DESIGNATION	Steel Security Fence
Along North R/W - entire length of track reloc.	3400.00
Along North R/W - entire length of track reloc.	3400.00
<b>TOTAL</b>	<b>6800</b>
Add Extra	0.0%

**ESTIMATE OF CONSTRUCTION QUANTITIES**

**STV Incorporated**

Project: Sacramento Station - Track and Platform Relocation  
 Line/Milepost: \_\_\_\_\_ Design Level: Conceptual  
 Date of Estimate: 3-Nov-06 Project No.: \_\_\_\_\_  
 Prepared by/Checked by: Andy Sokol / David Berger File No.: \_\_\_\_\_

**LUMP SUM ITEMS**

<b>DEMOLITION</b>			
Demolish and Remove Concrete Slabs/Foundations	76000 SF	\$ 4.00	\$ 304,000.00
Demolish top of Tunnel near I-5	2400 SF	\$ 25.00	\$ 60,000.00
Fill Tunnel near I-5	1333 CY	\$ 45.00	\$ 60,000.00
Demolish and Remove Asphalt Concrete Pavement	2400 SY	\$ 10.00	\$ 24,000.00
<b>TOTAL</b>			<b>\$ 448,000.00</b>

<b>STORM DRAINAGE SYSTEM</b>			
750' of 24" RCP storm line	750 LF	\$ 175.00	\$ 131,250.00
Manholes	4 EA	\$ 4,000.00	\$ 16,000.00
Grated Drains (Station Platform) every 50'	50 EA	\$ 900.00	\$ 45,000.00
Platform Drain Line	2600 LF	\$ 75.00	\$ 195,000.00
Collector Pipes - 6" PVC	1250 LF	\$ 25.00	\$ 31,250.00
<b>TOTAL</b>			<b>\$ 418,500.00</b>

<b>POTABLE WATER SYSTEM ON PLATFORMS</b>			
Piping 1 1/2"	2400 LF	\$ 25.00	\$ 60,000.00
Hose bibs	8 EA	\$ 1,000.00	\$ 8,000.00
Fittings			\$ 5,000.00
<b>TOTAL</b>			<b>\$ 73,000.00</b>

<b>POWER DISTRIBUTION</b>			
Conduits in platform PVC 2"	2400 LF	\$ 25.00	\$ 60,000.00
Conductor Cable (lighting and 110V)	3200 EA	\$ 8.00	\$ 19,200.00
Conductor Cable (480V)	700 EA	\$ 12.00	\$ 8,400.00
Pull/Jct. Boxes	87 EA	\$ 750.00	\$ 65,000.00
Controller Equip./Box			\$ 10,000.00
Misc			\$ 5,000.00
<b>TOTAL</b>			<b>\$ 167,600.00</b>

<b>PIPING FROM TRACK PANS TO OIL WATER SEPARATOR</b>			
Assume Oil/Water separator is at West End			
Piping (6" PVC) from Pans at West End to Collection	2160 LF	\$ 25.00	\$ 54,000.00
Fittings			\$ 10,000.00
Piping Collection Point to O/W Separator	100 LF	\$ 25.00	\$ 2,500.00
Piping (6" PVC) from Pans at West End to Collection	1680 LF	\$ 25.00	\$ 42,000.00
Fittings			\$ 10,000.00
Piping Collection Point to O/W Separator	1300 LF	\$ 25.00	\$ 32,500.00
<b>TOTAL</b>			<b>\$ 151,000.00</b>

# Material And Force Account Estimate

## ML Relocation Project

Estimate Number: 6943    Version: 3

Standard Rates:    Labor Additive = 232%    WT Labor Additive = 173.72%    Inflation Additive = 0.00%

Estimate Good for 6 Months Until 12/29/06

Location: MARTINEZ SUB, CONN, 75.35-90.06

Description of Work: Sacramento Line Change - Track and Signal Only

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
<b>ENGINEERING</b>								
		CONTRACT SURVEYING/STAKING	1	LS	10,000.00	0	10,000	10,000
		ENGINEERING	1	LS	300,000.00	300,000	0	300,000
		FLAGGING	60	MD	660.00	39,600	0	39,600
<b>Sub-Total =</b>						<b>339,600</b>	<b>10,000</b>	<b>349,600</b>

**TRACK CONSTRUCTION - COMPANY**

	TRACK	136#CWRHHD CTIE SAFLOK3	5311	TF	182.75	534,704	435,873	970,577
station tracks	TRACK	136# CWRSS0 24-9' 16" N TP	6226	TF	216.58	864,993	483,415	1,348,408
	TRACK	SHIFT TRACK: M.L. 30% TIES	560	TF	35.17	13,133	6,564	19,697
HAGGIN	PPTO	PPTO 136# #15 PO SMSR	2	EA	178,717.86	137,644	219,791	357,436
station track turnouts	PPTO	PPTO 136# #11 PO XLSR PREPLATE	4	EA	155,580.16	251,073	371,248	622,321
	XTIES	TRANSITION TIE SET 30-50 MPH	4	EA	2,619.48	3,279	7,199	10,478
west of river	XOVER	XOVER 136# #24 PO XLSR PRMWD - 13' TC	2	EA	649,475.26	847,275	451,675	1,298,951
	DERAIL	DERAIL: 136# PO DPSS	8	EA	21,580.51	22,156	150,488	172,644
fuel truck access	RDXING	136# CON ON CON RDX W/8"6"SAFLOK3 TIES	30	TF	997.18	22,119	7,797	29,916
museum trks - should be 136#	PPTO	PPTO 141# #11 PO MISR CONC	2	EA	149,612.65	125,434	173,791	299,225
m/ station trk Uo's - should be 136#	PPTO	PPTO 141# #11 PO MISR CONC	4	EA	149,611.64	250,869	347,578	598,447
<b>Sub-Total =</b>						<b>3,072,679</b>	<b>2,655,420</b>	<b>5,728,099</b>

**TRACK REMOVAL - COMPANY**

	TO	REMOVE TO: #14	2	EA	6,601.43	13,203	0	13,203
	TRACK	REMOVE TRACK	10391	TF	9.08	94,344	0	94,344
	TO	REMOVE TO: #10	2	EA	4,179.60	8,359	0	8,359
<b>Sub-Total =</b>						<b>115,906</b>	<b>0</b>	<b>115,906</b>

**SIGNAL - COMPANY**

includes warning devices		SIGNAL: INSTALL	1	LS	4,509,732.00	2,169,433	2,340,299	4,509,732
<b>Sub-Total =</b>						<b>2,169,433</b>	<b>2,340,299</b>	<b>4,509,732</b>

**EQUIPMENT RENTAL**

		EQUIPMENT RENTAL	1	LS	200,000.00	0	200,000	200,000
<b>Sub-Total =</b>						<b>0</b>	<b>200,000</b>	<b>200,000</b>

**HOMELINE FREIGHT**

		HOMELINE FREIGHT	27777	Per Ton	5.45	0	151,296	151,296
<b>Sub-Total =</b>						<b>0</b>	<b>151,296</b>	<b>151,296</b>

**PROJECT LEVEL COST**

	CONTINGENCIES	CONTINGENCY	10	%	110,546.33	569,762	535,701	1,105,463
<b>Sub-Total =</b>						<b>569,762</b>	<b>535,701</b>	<b>1,105,463</b>

Total Wgt. in Tons = 27,777

**Totals =    6,267,380    5,892,716    12,160,097**

**Grand Total =    \$12,160,097**

This estimate using 2006 dollars, includes design engineering, labor and material costs to construct the proposed UPRR Main Line Relocation Project, which shall include installation of tracks, turnouts and signal facilities only. It assumes all grading will be performed by a Third Party. The Platform, other Passenger Facilities, Armature and Sixth Street Structures are not included in this estimate and will be provided by AMTRAK and Thomas Enterprises of Sacramento, LLC

**Track Relocation and Finance Agreement  
TIMELINE**

December 11, 2006

THE RAIL YARDS	2 0 0 6				2 0 0 7				2 0 0 8				2 0 0 9																											
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
<b>Passenger Facilities</b>					Assumed Start June 1, 2007				8																															
Design									3																															
Permits, Bid & Award									10																															
Construction																																								
<b>Rail Relocation</b>					12																																			
Design by UP													9				6																							
Permits																																								
Construction																																								
																	Complete September 1, 2009																							

EXHIBIT C

PROMISSORY NOTE

\$40,000,000                      Sacramento, California                      \_\_\_\_\_, 2006

FOR VALUE RECEIVED, CITY OF SACRAMENTO, a California municipal corporation (“City”), hereby promises to pay to the order of S. THOMAS ENTERPRISES OF SACRAMENTO, LLC, a Delaware limited liability company (“Thomas”), 431 I Street, Suite 202, Sacramento, CA 95814, or at such other place as designated by the holder, in legal tender of the United States of America, the principal amount of FORTY MILLION DOLLARS (\$40,000,000) together with one-half of any Additional Costs (as defined in the Track Agreement (defined below)) or so much of such sum as may be owed under the Track Agreement, together with accrued interest on outstanding principal from the date of this note (the “Note”) to the date paid at the Note Rate provided in Section 3 hereof. Initially capitalized words used in this Note, but not otherwise defined herein, shall have the meanings ascribed to such terms by the Track Agreement.

1. Track Relocation and Finance Agreement. This Note is delivered pursuant to that certain Track Relocation and Finance Agreement by and between City and Thomas (“Track Agreement”) dated as of \_\_\_\_\_, 2006.

2. Maturity Date. The “Maturity Date” shall be the date which is 2 years following the first advance (the “Maturity Date”), the date of which first advance shall be pursuant to the Schedule (as defined in the Track Agreement).

3. Note Rate. As of the date hereof, the principal amount hereof from time to time outstanding shall bear interest at the “Prime Rate” as published by The Wall Street Journal (or any successor publication designated by Holder). Interest shall compound daily and shall be computed on the basis of the actual number of days elapsed in a year of 360 days (the “Note Rate”).

4. Payment of Principal and Interest. Principal and interest shall be due and payable as follows:

(a) City shall make payments of accrued but unpaid interest on this Note commencing on the first day of the first full calendar month following the first advance hereunder and continuing on the first day of every month thereafter until the Maturity Date.

(b) The entire unpaid principal balance of this Note, plus all accrued but unpaid interest thereon, shall be due and payable in full on the Maturity Date.

5. Late Charge/Default Rate. If any payment required pursuant to Section 4 above, including the repayment of the total amount of principal and interest due on the Maturity Date, is not paid in full within ten (10) days following the date due, then City shall pay to the

holder hereof a late charge in the amount equal to three percent (3%) of the amount not paid. From and after the maturity of this Note, whether upon the scheduled Maturity Date or resulting from the acceleration by Thomas of the indebtedness evidenced by this Note following a default by City, all principal then due and payable under this Note shall bear interest until paid in full at an annual rate of twelve (12%) percent calculated on the basis of the actual number of days in the applicable year.

6. Attorneys' Fees. Maker promises to pay all costs of collection, including reasonable attorneys' fees, if this Note is collected by or through an attorney at law.

7. Prepayment. This Note may be prepaid in whole or in part at any time without a prepayment fee or other penalty. Any such prepayment shall be credited first to any unpaid costs or fees due hereunder then to accrued interest and then to principal.

8. Event of Default. (i) Failure of Maker to pay the entire unpaid principal balance, plus all accrued but unpaid interest thereon, on or before the Maturity Date or (ii) Failure of Maker to comply with each and every other term of this Note, following five (5) days written notice of any such failure, shall constitute an event of default hereunder ("Event of Default").

9. Remedies.

(a) Upon the occurrence of any Event of Default, the Holder of this Note may, at its option, declare all principal, interest and other indebtedness evidenced by this Note to be immediately due and payable without any presentment, demand, protest or notice of any kind and Holder shall be entitled to exercise any and all remedies available to it at law or in equity.

(b) The remedies of Holder as provided herein or at law or in equity shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Holder, and may be exercised as often as occasion therefore shall occur.

10. Notices. All notices, demands or requests hereunder shall be given in writing and hand delivered, sent by certified mail, reputable overnight courier or telecopy to the following addresses:

Holder: S. Thomas Enterprises of Sacramento, LLC  
431 I Street, Suite 202, Sacramento, California 95814  
c/o Suheil J. Totah, Vice President-Development  
Telecopier No. (916) 329-4501

With a copy to: Cushing, Morris, Armbruster & Montgomery, LLP  
229 Peachtree Street, N.E., Suite 2110  
Atlanta, Georgia 30303  
c/o Jeffrey F. Montgomery, Esq.  
Telecopier No. (404) 658-9865

Maker: City of Sacramento  
915 "I" Street, Fifth Floor  
Sacramento, CA 95814  
c/o Ray Kerridge, City Manager  
Telecopier No. (916) 808-7618

11. Waiver. Maker and Maker's successors and assigns hereby expressly waive presentment for payment, demand, notice of dishonor, protest, notice of protest, diligence in collection and all other notices or demands whatsoever with respect to this Note or the enforcement hereof except as expressly provided for herein, and hereby consent to any and all indulgences granted by Holder, all without in any way modifying, altering, releasing, affecting or limiting the validity of the indebtedness evidenced hereby or impairing any of Holder's rights following a default hereunder. No failure to accelerate the debt evidenced hereby by reason of default from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the United States or any State thereof; and Maker hereby expressly waives the benefit of any statute or rule of law or of equity now provided, or which may hereafter be provided, which would produce a result contradictory to or in conflict with the foregoing. No extension of the time for payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. Exemptions. Maker hereby waives and renounces for Maker and Maker's successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal, or exemption or now provided, or which may hereafter be provided by the Constitution or laws of the United States of America or of any State thereof to and in their property, real and personal, against the enforcement and collection of the obligations evidenced by this Note.

13. Governing Law and Related Matters. This Note is intended to constitute a contract under and shall be construed, interpreted and enforced in accordance with the laws of the State of California. If any provision of this Note shall be deemed unenforceable under applicable law, such provision shall be ineffective, but only to the extent of such unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Note. If more than one person signs this Note as a maker, each shall be a direct co-borrower and shall be jointly and severally liable hereunder, and shall not be a guarantor, accommodation party or other surety. All of the terms and provisions of this Note shall be applicable to and be binding upon each and every maker, endorser, surety, guarantor and all other persons who are or may become liable for the payment hereof and their successors or assigns.

14. Jurisdiction; Venue. Maker hereby irrevocably submits to the jurisdiction of the state courts and federal district court having a situs in Sacramento County, California, in any action or proceeding involving or in connection with this Note. Maker irrevocably agrees that all claims in respect of such actions or proceedings may be heard and determined in such courts. Maker irrevocably waives the defense of inconvenience of forum to the maintenance of such action or proceeding in any jurisdiction. Anything herein to the contrary notwithstanding, the Holder may bring any legal action or proceeding involving this Note in any other appropriate jurisdiction.

15. Avoidance of Usury. If from any circumstances whatsoever, fulfillment of any provision of this Note or of any other instrument evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under any other instrument evidencing or securing the indebtedness evidenced hereby, that is in excess of the current limit of such validity, but such obligations shall be fulfilled to the limit of such validity. In determining whether or not the rate of interest hereunder exceeds the highest lawful rate, Maker and Holder agree and intend that all sums paid hereunder which are deemed interest for the purposes of determining usury, shall be prorated, allocated or spread in equal parts over the longest period of time permitted under the applicable laws of the State of California.

16. Time of Essence. Time is of the essence of this Note.

17. Inurement. This Note shall bind and inure to the benefit of Maker and Holder and their respective successors, assigns and legal representatives, whether by voluntary action or by operation of law.

18. Captions. The captions of the paragraphs of this Note are for convenience only and are not intended to be nor shall be construed as being a part hereof and shall not limit, expand or otherwise affect any of the terms hereof.

SIGNED, SEALED AND DELIVERED by Maker as of the day and year first above set forth.

Signed, sealed and delivered  
in the presence of:

CITY OF SACRAMENTO

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2006, before me, \_\_\_\_\_ [insert name], a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT D**  
TRACK RELOCATION AGREEMENT

**TRACK RELOCATION AGREEMENT -  
SACRAMENTO YARD AND DEPOT**

**THIS TRACK RELOCATION AGREEMENT -- SACRAMENTO YARD AND DEPOT ("Agreement")** is made and entered into as of the 13th day of July, 2006, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (successor in interest to Southern Pacific Transportation Company, a Delaware corporation) ("UPRR"), **THOMAS ENTERPRISES OF SACRAMENTO, LLC (f/k/a Millennia Sacramento III, LLC)**, a Delaware limited liability company ("Developer"), **NATIONAL RAILROAD PASSENGER CORPORATION**, a corporation organized under the Rail Passenger Service Act (49 USC 24104 et seq.) ("Amtrak"), **CAPITOL CORRIDOR JOINT POWERS AUTHORITY**, a joint powers authority organized under California law ("CCJPA"), and the **STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION ("CSRM")**.

**RECITALS:**

A. UPRR and Developer have entered into that certain Purchase and Sale Agreement and Escrow Instructions ("PSA Agreement") dated as of June 16, 2005 (as amended) pursuant to which Developer intends to purchase, at closing of the transaction on or before the Closing Date as set forth in said PSA Agreement, UPRR's Sacramento Yard and Passenger Depot (the "Railyards") in the City of Sacramento, County of Sacramento, State of California, described in Exhibit A attached hereto and made a part hereof, and on which Developer proposes to develop, inter alia, a mixed residential and commercial project ("Project").

B. Pursuant to said PSA Agreement and the Grant Deed described therein, UPRR has reserved unto itself and its successors and assigns two railroad right of way easements: Railroad Easement I being the existing main line right of way and trackage and Railroad Easement II being the proposed relocated main line right of way and trackage, both of which are shown in general outline for information only on Exhibit A.

C. Pursuant to said PSA Agreement, UPRR and Developer have entered into Construction And Maintenance Agreements relating to the Fifth Street Armature and the Sixth and Seventh Street grade separations at or adjacent to the Railyards (collectively, the "COM Agreements"), which said COM Agreements set forth the rights and obligations of the parties thereto with respect to the Armature and the said grade separations.

D. UPRR plans to relocate UPRR's main line right of way and tracks, including passenger platform tracks for Amtrak and CCJPA passenger service from that portion of Railroad Easement I located generally between the east end of the I Street Bridge to the Seventh Street grade separation to that portion of Railroad Easement II located generally between the same two points but further to the north, as shown on Exhibit A, it being understood that said railroad easements overlap and have the same boundaries between Seventh Street and Twelfth Street, all such relocation to be pursuant to and in accordance with the provisions of the PSA Agreement and this Agreement in order to accommodate the Project and UPRR's rail lines. Developer may arrange with the City of Sacramento's

Sacramento Intermodal Transportation Facility development ("SITF") for construction of the relocated passenger facilities to be utilized by Amtrak and CCJPA on Railroad Easement II, including site preparation, soil compaction, subgrade preparation, and passenger platforms, canopies, access tunnels, utilities, drainage and other related facilities.

E. In conjunction with the aforementioned relocation, UPRR has agreed to construct certain new trackage on and across Railroad Easement II, as further described herein, and to remove the existing trackage on Railroad Easement I, between the I Street Bridge and the Seventh Street grade separation, provided such relocation and construction work is funded by Developer or entities other than UPRR, as set forth herein.

F. Amtrak, pursuant to an existing agreement dated January 1, 2000 with UPRR, ("National Agreement") presently operates a number of long distance passenger trains to and from UPRR's Sacramento Passenger Depot, which structure is included within the sale as part of the PSA Agreement; and Amtrak further operates a number of intercity passenger trains to and from said depot under agreement with the CCJPA and with the California Department of Transportation; and said depot facility is an important component of such passenger service.

G. The parties contemplate continued rail access from the relocated UPRR mainline tracks to the former UPRR shop facilities which may be renovated and partially occupied by CSRM pursuant to separate agreements with Developer. Furthermore, the parties contemplate continued rail access from the relocated UPRR mainline tracks to CSRM - owned railroad tracks in old Sacramento. The locations of the turnouts from the mainline tracks and the connecting tracks to such CSRM trackage are shown on Exhibit B.

H. Pursuant to and in accordance with the terms and conditions of the COM Agreements, Developer plans to construct an "Armature" for the purpose of extending Fifth Street over and across Railroad Easement II, and highway grade separations at Sixth Street and Seventh Street, portions of which will either pass over or under the main line and passenger platform tracks as relocated to and constructed on Railroad Easement II, as shown on Exhibit B;

I. Amtrak, CCJPA and CSRM have been fully briefed and advised as to the nature of the Project and have agreed to the relocation of the freight main and passenger platform tracks, and associated passenger platforms and other facilities, to Railroad Easement II between the I Street Bridge and the Seventh Street grade separation, subject to review and approval of detailed plans and specifications, and each has severally pledged to cooperate and assist Developer in locating the funding and in the implementation of the said relocation; and

J. As a condition of closing of the transaction set forth in the PSA Agreement, and to facilitate the Project, and improve the freight and passenger rail facilities serving and passing through the Railyards, the parties hereto wish to set forth their conceptual approval of the Armature and grade separation structures, as well as the preliminary plans to relocate UPRR's main line and passenger platform tracks to Railroad Easement II as aforesaid, and their commitment to use their best efforts for a reasonable time to seek funding therefor.

## AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, it is mutually agreed by and between the parties hereto as follows:

1. UPRR has prepared a Track Relocation Plan and a Material and Force Account Estimate for relocation of its freight and passenger main lines and passenger platform tracks from Railroad Easement I to Railroad Easement II ("Main Line Relocation"), between the east end of the I Street Bridge and the Seventh Street grade separation. The general locations of said railroad easements are shown on Exhibit A attached hereto. UPRR's Track Relocation Plan showing the area and extent of relocation in greater detail (Drawing No. CE05002 dated June 2, 2005, Revision No. 4) is attached hereto as Exhibit B and incorporated herein as though set forth at length. UPRR's preliminary Material and Force Account Estimate dated January 5, 2006 is attached hereto as Exhibit C and incorporated herein as though set forth at length.

2. The parties hereto have been involved for a significant period of time prior to the date of this Agreement in discussions and studies of relocation of UPRR's main line tracks and the passenger platform tracks as shown on Exhibit B. The parties hereto agree that they have been afforded adequate opportunity to review and inspect Exhibits A, B, and C and are knowledgeable and informed as to the content thereof. Each of the parties hereto agrees and acknowledges that the mutual covenants contained herein shall constitute adequate consideration for the obligations set forth herein.

3. Each of the parties hereto, by executing this Agreement, hereby consents and agrees that:

a) Provided that all design and construction work related to relocation of Amtrak and CCJPA's passenger platforms, passenger access tunnels, required passenger access facilities, including escalators and elevators to the extent legally required, canopies, lighting, utilities, drainage, and other required related passenger facilities (hereinafter collectively "Passenger Facilities") have been completed to the reasonable satisfaction of Amtrak, CCJPA and UPRR, and a lease agreement for use of the Sacramento station between Developer (or successors) and Amtrak has been signed, UPRR shall have the right to relocate its freight main lines and the passenger platform tracks utilized by Amtrak and CCJPA from their existing location on Railroad Easement I between the east end of the I Street Bridge and the Seventh Street grade separation, to the location on Railroad Easement II between said points, substantially in accordance with Exhibits B and C (as said Exhibit C may be amended), subject to the provisions of Section 6 hereof and to all other covenants and conditions contained in this Agreement. UPRR shall perform only the work and supply only the materials for such Main Line Relocation as shown on Exhibit C, subject to full reimbursement of the cost of such work and materials by Developer,

or such other parties as Developer may arrange. Amtrak, CCJPA and CSRM will each use their best efforts to assist the Developer in locating and securing the necessary funding for the Main Line Relocation. Notwithstanding anything to the contrary herein or in the PSA Agreement, UPRR shall have no obligation or duty to relocate said freight main lines and passenger platform tracks to Railroad Easement II unless and until UPRR has been assured to its reasonable satisfaction that: (i) the full cost of the Main Line Relocation work as described on Exhibits B and C will be borne by parties or entities other than UPRR; and (ii) that the full preliminary estimated cost of UPRR's relocation work as shown on Exhibit C has been deposited with UPRR (the "Relocation Deposit" as required by the PSA), provided, however, that to the extent the Relocation Deposit would consist of public funds, then written evidence that such funds are available to reimburse UPRR for its work shall suffice. Reciprocally, notwithstanding anything to the contrary set forth herein or in the PSA, Developer, Amtrak, CCJPA or CSRM shall not be obligated to fund the costs associated with the Main Line Relocation plan contemplated hereby if the funds sought pursuant to this Agreement are not available to such parties, but in such event, UPRR shall have no obligation to relocate any trackage to Railroad Easement II.

b) Following completion of the Passenger Facilities and the execution of a lease for use of the station by Amtrak and Developer, and acceptance of the Main Line Relocation work by UPRR and the other parties hereto, UPRR, Amtrak, CCJPA and CSRM (to the extent so required or permitted by other agreements) shall move their rail and passenger operations to the new tracks and Passenger Facilities located on Railroad Easement II and permanently cease operations over the tracks and passenger facilities on Railroad Easement I. Upon relocation of rail operations as provided herein, Amtrak, CSRM and CCJPA shall be deemed to have accepted the new tracks and facilities on Railroad Easement II as the equivalent of the existing tracks and facilities, and shall thereafter utilize such trackage and facilities in place and in stead of the existing tracks and facilities on Railroad Easement I. In connection therewith, Amtrak and CCJPA shall be entitled to use and occupancy of the new tracks and Passenger Facilities on Railroad Easement II to the same extent and in the same manner as they currently use the existing tracks and facilities on Railroad Easement I, including the right to operate additional passenger trains to and from Sacramento pursuant to existing agreements with UPRR. Developer acknowledges that Amtrak and CCJPA shall have the rights described above with respect to the new trackage and facilities on Railroad Easement II, and specifically acknowledges that in the exercise of such rights Amtrak and CCJPA are and shall be entitled to use the new passenger tracks for layover and servicing of their passenger equipment and locomotives in the same manner as such activities are accomplished currently on Railroad Easement I. Developer understands and acknowledges that in the exercise of such rights Amtrak and CCJPA may permit their locomotives to idle continuously while parked at and/or laying over on the new passenger platform tracks, and that such idling and the associated noise, fumes and vibrations are covered by the recorded CC&R's described in the PSA. Developer understands and acknowledges that Amtrak and CCJPA will refuel and service their locomotives and railcars while the same are parked on the new passenger platform tracks on Railroad Easement II, which will require diesel fuel and service trucks to be on and about

Railroad Easement II. Developer understands and acknowledges that UPRR, Amtrak, CCJPA and CSRSM require roadway access to Railroad Easement II over Developer's adjoining property in order to conduct their respective activities including repair, servicing, inspection and maintenance of trackage and equipment. Such roadway access shall be in conformance with the Grant Deed (the form of which is Exhibit B to the PSA), which grants UPRR a reasonable right of access and ingress and egress over the Property to and from UPRR's easement areas and such access is to be accomplished using public streets and highways if open and available for such use. This access shall be open and available for use at all times by Amtrak, CCJPA, UPRR and CSRSM in the conduct of their respective operations. Developer shall provide access to a point within Railroad Easement II which allows UPRR and the other users to utilize the grade crossing of the main line as shown on Exhibit B hereto. The parties agree that the location of the said grade crossing on Exhibit B is preliminary and that it may be relocated to accommodate the needs of all parties to this Agreement.

c) The Track Relocation Plan as shown on Exhibit B and the preliminary cost estimate as shown on Exhibit C are acceptable in concept to each of the parties hereto, provided that each of the parties shall have the reasonable right to review and comment on all final designs, plans and specifications, and estimates if, as and when prepared and available. Notwithstanding the foregoing, the parties hereto acknowledge and agree that UPRR's then current construction standards shall be applicable to and shall govern construction of the track relocation project. The parties further acknowledge and agree that the Exhibit C cost estimate will be revised by UPRR from time to time and that the costs as shown thereon are subject to modification.

d) UPRR, Amtrak, CCJPA and CSRSM agree in concept to the location and design of the Armature and the Sixth Street grade separations (and the columns and supporting abutments therefor if shown on said Exhibit B) which the Developer intends to construct, maintain and operate above such parties' rail operations, subject to Developer's compliance with the terms of the PSA Agreement and the COM Agreements with UPRR, and with other reasonable restrictions on the use of the said structures as customarily required by UPRR for similar structures. The parties have discussed preliminary plans for the Seventh Street grade separation, and the parties hereto will work to finalize agreement on such plans, provided that such plans shall comply with UPRR standards for such crossings. The parties understand that the Seventh Street grade separation is an important component of track relocation and the development of the Property.

e) UPRR shall grant CSRSM limited rights, at no cost or expense to CSRSM, to operate engines and equipment over the trackage on Railroad Easement II (and over other trackage of UPRR as necessary) in order to allow CSRSM to transfer equipment to and from its various facilities and to interchange freight traffic to and from UPRR. All CSRSM operations over UPRR trackage shall be governed by a trackage rights agreement or industry track agreement (or equivalent) to be entered into by UPRR and CSRSM, which agreement shall contain provisions which are typical for such agreements including safety requirements and allocation of

responsibility for maintenance of the new CSRM turnouts and trackage on Railroad Easement II or adjacent UPRR property (if any). CSRM acknowledges and agrees that its current track connection and crossing over UPRR's main line at the west end of Railroad Easement I shall be permanently removed upon completion of the new turnouts and trackage on Railroad Easement II. Unless otherwise agreed by Developer and CSRM, CSRM shall be responsible for reimbursing UPRR for the cost of installing the turnouts and connecting trackage on Railroad Easement II. Developer acknowledges that Amtrak, CSRM and CCJPA shall have the rights described above with respect to the new trackage and facilities on Railroad Easement II.

4. This Agreement does not contain and shall not be deemed or interpreted as imposing any binding or enforceable obligation, commitment or covenant on the part of UPRR to undertake the Main Line Relocation plan, except as specifically set forth in Sections 3, 10 and 11 hereof. This Agreement does not contain and shall not be deemed or interpreted as imposing any binding or enforceable obligation, commitment or covenant on the part of UPRR to provide any funding for, bear any part of the cost of, or pay any expenses associated with or relevant to, the cost Main Line Relocation plan as shown on Exhibits B and C, nor any part of the cost or expense of the Passenger Facilities work.

5. The parties hereto, other than UPRR, have committed to use their best efforts for a reasonable time to seek funds to assist Developer to pay the costs of the Main Line Relocation. Responsibility for the costs and expenses of the Main Line Relocation may be further governed by other documents and agreements as the parties may individually or collectively enter into (including the Material and Force Account Estimate as set forth below). Developer shall endeavor to deposit funds in a timely manner to facilitate delivery of the notice from Developer to UPRR set forth in Section 10 below. Developer shall send a copy of such notice to all other parties hereto. None of the parties hereto shall have any obligation or liability hereunder to UPRR or any of the other parties hereto other than to utilize its best efforts for a reasonable time. No partnership, joint venture, or other association imputing joint liability among or between the parties hereto is created hereby.

6. UPRR shall prepare and furnish by its own forces or by contractors and/or subcontractors as UPRR shall determine in its sole discretion, all final design work and all preparation of final plans and specifications (the "Plans and Specifications") for the Main Line Relocation from the present location of such facilities on Railroad Easement I to the proposed location on Railroad Easement II, which shall include design of the horizontal and vertical alignment of the track structure, (but shall not include subgrade or subballast design or site preparation which shall be Developer's responsibility or such other party arranged by Developer as set forth in Section 8), signal design and installation, and design and installation of all turnouts and other trackwork, as well as removal of all trackage and facilities from Railroad Easement I. The Plans and Specifications shall be prepared in compliance with all relevant federal and state rules and regulations and shall meet UPRR standards including federal Class V track specifications (including, without limitation, 30 mph speed capacity and the Cooper E-80 load capacity rating), except at the locations noted on the Plans and Specifications, if any, where the geometry of the design does not meet Class V speed standards. The parties agree that the Plans and Specifications for Main Line Relocation shall include three months of seasoning for the new facilities beginning on the date that all parties

permanently cease use of the facilities on Railroad Easement I. UPRR shall furnish and deliver the designs and Plans and Specifications for Main Line Relocation to the parties in such phases or stages as the parties shall mutually agree. UPRR shall use all reasonable efforts to adopt the plans and specifications as shown in Exhibits B and C, subject to customary UPRR design and construction standards and to the terms and conditions of the COM Agreements. All parties hereto shall be afforded reasonable opportunity to review and comment on all further designs, plans, specifications and estimates prepared by UPRR for Main Line Relocation.

7. a) The Plans and Specifications furnished for Main Line Relocation shall include a final "Material and Force Account Estimate" for the work to be performed by UPRR or its contractors, which shall thereupon be deemed substituted for Exhibit C hereto. Developer shall deposit the entire additional amount of such cost estimate, if any, over and above the preliminary deposit (the "Relocation Deposit" as required by the PSA) with UPRR within thirty (30) days of the date of receipt of the final Exhibit C estimate if such final estimate is more than the amount set forth in the preliminary estimate. All costs and expenses related to or associated with the Main Line Relocation shall be funded (or have funding arranged) by the Developer, subject to Amtrak, CCJPA, and CSRM's commitment to use best efforts as provided above to locate funding to assist Developer, (or such funding source arranged by Developer) who shall also be responsible for any cost overruns which UPRR may incur in the performance of the Main Line Relocation work (other than costs resulting from UPRR's unexcused failure to perform the work in accordance with the approved Plans and Specifications).

b) Alternatively, Developer may elect to solicit bids and enter into contracts for that part of the Main Line Relocation work involving the design and installation of ballast, ties and rails only with third-party reputable contractors experienced in the construction of similar rail projects, with the prior approval of UPRR and only so long as such election would not violate UPRR's labor contracts or result in a work stoppage, picketing, labor disruption, wage claims, or other similar disputes. If the Main Line Relocation work is so contracted to such third party contractor, then UPRR will have no obligation to perform that part of the Main Line Relocation work as described herein and Developer shall not have any obligation to deposit funds with UPRR for such work as required herein. Any such third-party contractor shall be instructed to perform the work in compliance with the Plans and Specifications, and otherwise in compliance with all relevant federal and state rules and regulations and UPRR standards.

8. The parties hereto understand and agree that the Plans and Specifications showing the work to be performed by UPRR for the Main Line Relocation shall not include any design and construction work related to installation of the Passenger Facilities on Railroad Easement II, including preparation of the site, soil compaction, subgrade preparation, and all platforms and other facilities (such as utilities and tunnels) for the use of Amtrak and CCJPA passengers, all of which Passenger Facilities are intended by Developer to be designed, funded and installed as part of the Sacramento Intermodal Transportation Facility ("SITF") planned by the City of Sacramento). Nothing herein shall be deemed to require UPRR, Amtrak or CCJPA to be responsible for the cost of providing replacement Passenger Facilities, which funds shall be provided through the SITF process or other third-party sources. Amtrak and CCJPA shall have the right to review and approve all designs for

Passenger Facilities, regardless of whether such designs are prepared by Developer, by third parties, or by the City of Sacramento. Developer agrees that no Passenger Facilities may be constructed except in accordance with final plans and specifications approved by Amtrak and CCJPA, or otherwise approved as part of the SITF planning process. UPRR shall have the right to review and approve all designs and all plans and specifications for the site and subgrade preparation and for the Passenger Facilities; provided, however, that UPRR's scope of review shall be limited to determining whether (i) such items meet acceptable industry and UPRR standards including federal track specifications and CPUC clearance and walkway standards, (ii) there will be any interference with or danger to UPRR freight rail operations during construction and after completion of the Project, and (iii) the other relevant terms and conditions of this Agreement have been satisfied. UPRR shall use best efforts to complete its review within three weeks after receipt, but UPRR may take up to thirty-five days to review such changes, based upon UPRR's scheduling constraints and the complexity of the changes under review. Any tunnels to be constructed under UPRR trackage on Railroad Easement II shall be designed and certified by a state licensed structural engineer as adequate to support railroad freight loadings.

9. Developer shall obtain all required state and local governmental permits and approvals, if any, required for the Main Line Relocation, as part of its work therefor. UPRR shall obtain any required Federal Railroad Administration, CPUC or Surface Transportation Board permits or approvals for the relocation.

10. UPRR agrees to undertake and perform, whether by its own forces or by contractors or subcontractors, all work identified as Main Line Relocation on the final approved Plans and Specifications for Main Line Relocation (subject to the possibility that trackwork may be contracted to a third party as provided in Section 7(b) above), provided Developer has notified UPRR in writing no less than ninety (90) days in advance that UPRR is authorized to begin the Main Line Relocation and to progress such work to completion in accordance with the work schedule which shall be set forth in the final Plans and Specifications, and that the entire amount of the funding required for commencement of the Main Line Relocation (as set forth in the Material and Force Account Estimate for the final Plans and Specifications) has been deposited with UPRR as required by the PSA (or otherwise made available as described in subsection 3(a), in accordance with laws relating to use of public funds). Developer shall send a copy of such notice to all other parties hereto. In the event the Main Line Relocation is permanently abandoned by mutual agreement of the parties hereto, UPRR will refund to each of the depositing parties all funds it has deposited with UPRR pursuant to this Agreement, except to the extent such funds have been expended by UPRR in connection with such Main Line Relocation. All Main Line Relocation work shall be in compliance with all relevant federal and state rules and regulations and shall meet all applicable UPRR standards.

11. Notwithstanding any other provisions in this Agreement, UPRR shall not be obligated to commence the Main Line Relocation work unless and until:

(a) The site of Railroad Easement II has been prepared and the required railroad subgrade (including placement of subballast) has been completed;

(b). The supporting columns, abutments and basic superstructure of the Armature and the grade separations have been installed pursuant to the COM Agreements, unless UPRR has determined that such items can be completed following commencement of Main Line Relocation work

(c). The Passenger Facilities and associated facilities such as refueling, servicing, cleaning and lighting (if any) have been installed, unless UPRR has determined that such items can be completed following commencement of Main Line Relocation work

(c). The notice required by Section 10 hereof has been given to UPRR at: Union Pacific Railroad Company, 1400 Douglas Street, Omaha, Nebraska, 68179; Attn: Vice President Engineering, Mail Stop 0910;

(d). The Main Line Relocation escrow account is fully funded as described in Sections 3(a) and 10 above; and

(e). UPRR and Developer (and such of the other parties as may be necessary and appropriate) have entered into such further agreements, if any, as may be required to facilitate the Main Line Relocation

12. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

13. Upon completion of the Main Line Relocation work and transfer of all freight and passenger operations to the new main lines, the passenger platform tracks and Passenger Facilities on Railroad Easement II, Amtrak, CCJPA and UPRR hereby agree that: (a) the National Agreement shall be fully applicable with respect thereto and (b) the National Agreement shall not be applicable in any manner to Railroad Easement I or to any railroad facilities thereon, and Amtrak, CCJPA and UPRR shall have no further rights or obligations under the National Agreement with respect thereto (subject to satisfaction of any accrued rights or obligations pending at such time).

14. The obligations of all parties under this Agreement are expressly conditioned upon the occurrence of the sale of the Property by UPRR to Developer as contemplated by the PSA.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

UNION PACIFIC RAILROAD COMPANY

By: *M. W. Casey*  
Name: M. W. Casey  
Title: General Director

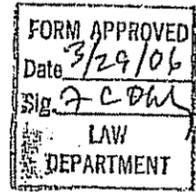


THOMAS ENTERPRISES OF SACRAMENTO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL RAILROAD PASSENGER CORPORATION

By:   
Name: David J. Hughes  
Title: Acting President and CEO



CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Name: Catherine A. Taylor  
Title: District Superintendent -- Capital District

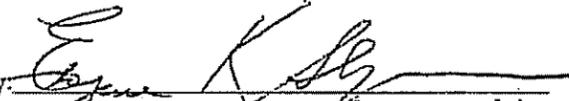
THOMAS ENTERPRISES OF SACRAMENTO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL RAILROAD PASSENGER CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By:   
Name: Eugene K. Skoropowski  
Title: Managing Director

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Name: Catherine A. Taylor  
Title: District Superintendent -- Capital District

THOMAS ENTERPRISES OF SACRAMENTO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL RAILROAD PASSENGER CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

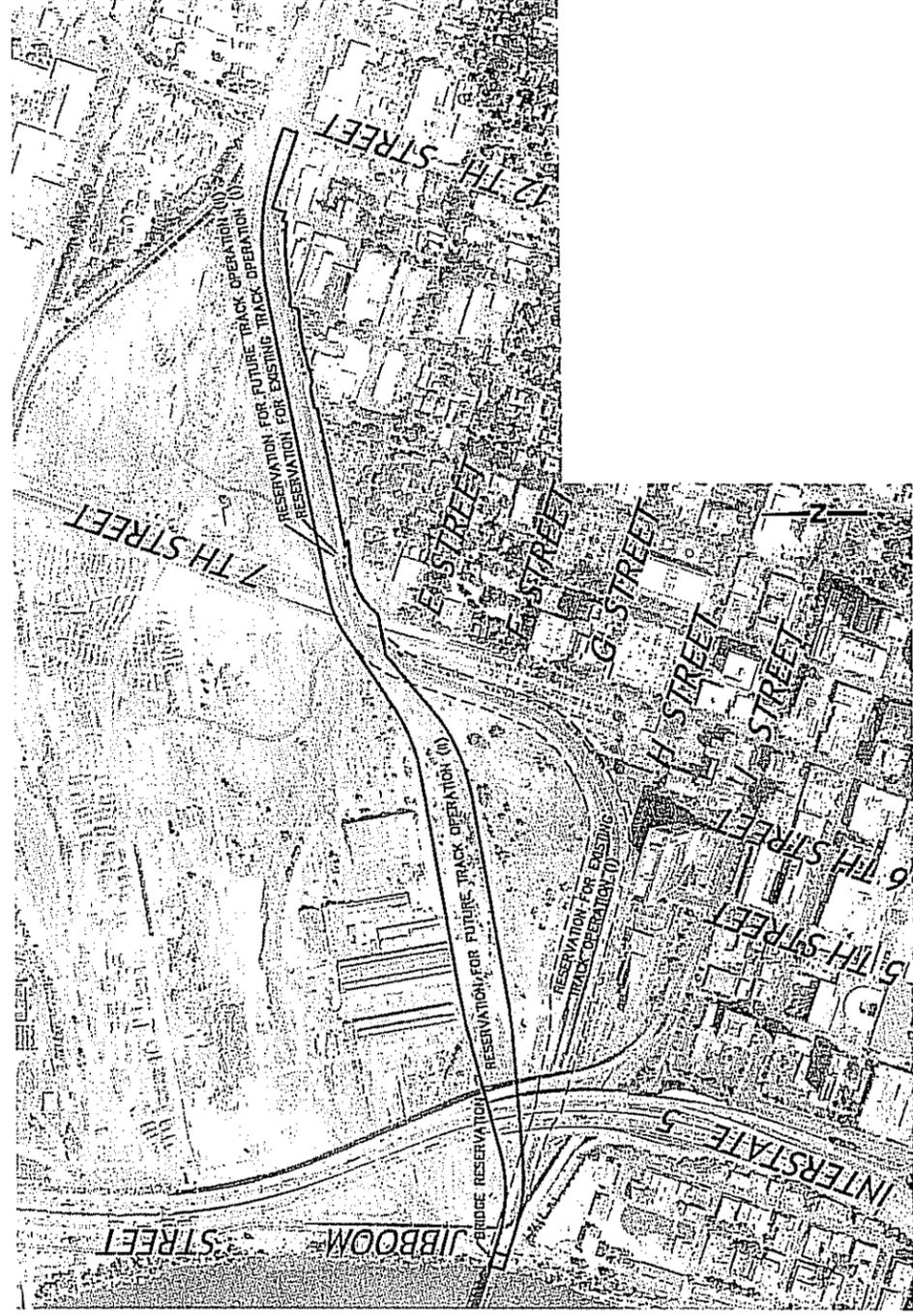
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: Catherine A. Taylor 1/26/06  
Name: Catherine A. Taylor  
Title: District Superintendent – Capital District

EXHIBIT A



DATE \_\_\_\_\_ TIME \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 DATE \_\_\_\_\_

**NOTICE**  
 BEYOND EXAMINATION  
 FOR PROPOSED USE OR REUSE FOR  
 PROJECTS IN THE STATE OF CALIFORNIA  
 WITHOUT THE WRITING OF THE  
 ENGINEER

**RESERVATION FOR TRACK OPERATION**

SHEET NUMBER  
**1**  
 OF 1 SHEETS  
 8/14/06

PREPARED FOR: UP RAILROAD

DATE SUBMITTED: 8/14/06

EXHIBIT B



**EXHIBIT C**

**Material and Force Account Estimate**

## Material And Force Account Estimate ML Relocation Project

Estimate Number: 6943    Version: 3

Standard Rates:    Labor Additive = 232%    WT Labor Additive = 173.72%    Inflation Additive = 0.00%  
Estimate Good for 6 Months Until 07/05/06

Location: MARTINEZ SUB, CONN, 75.35-90.06

Description of Work: Sacramento Line Change - Track and Signal Only

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
<b>ENGINEERING</b>								
		CONTRACT SURVEYING/STAKING	1	LS	10,000.00	0	10,000	10,000
		ENGINEERING	1	LS	300,000.00	300,000	0	300,000
		FLAGGING	60	MD	660.00	39,600	0	39,600
<b>Sub-Total =</b>						<b>339,600</b>	<b>10,000</b>	<b>349,600</b>

**TRACK CONSTRUCTION - COMPANY**

	TRACK	136#CWRHH0 CTIE SAFLOK3	6311	TF	200.28	541,708	521,075	1,063,683
station tracks	TRACK	136# CWRSS0 24'-0" 16" N TP	8228	TF	214.58	857,005	468,847	1,335,853
	TRACK	SHIFT TRACK: M.L. 30% TIES	560	TF	32.49	11,805	6,387	18,192
HAGGIN	PPTO	PPTO 136# #18 PO SMSR	2	EA	180,271.01	140,638	219,606	360,644
station track turnouts	PPTO	PPTO 136# #11 PO XLSR PREPLATE	4	EA	156,940.70	256,271	371,492	627,763
	XTIES	TRANSITION TIE SET 30-50 MPH	4	EA	2,271.20	1,058	7,227	9,085
west of river	XOVER	XOVER 136# #24 PO XLSR PRMWD - 13' TC	2	EA	501,858.88	551,345	451,072	1,003,318
	DERAIL	DERAIL: 136# PO DPSS	8	EA	21,533.85	22,562	146,709	172,271
fuel truck access	ROXING	136# CON ON CON ROX W/6" SAFLOK3 TIES	30	TF	1,038.21	22,510	8,030	31,146
museum trk - should be 136#	PPTO	PPTO 141# #11 PO MSR CONC	2	EA	146,244.54	126,069	166,420	292,460
m <sup>2</sup> station trk Uo's - should be 136#	PPTO	PPTO 141# #11 PO MSR CONC	4	EA	146,243.54	252,138	332,838	584,974
<b>Sub-Total =</b>						<b>2,793,915</b>	<b>2,705,402</b>	<b>5,499,317</b>

**TRACK REMOVAL - COMPANY**

	TO	REMOVE TO: #14	2	EA	6,732.88	13,466	0	13,466
	TRACK	REMOVE TRACK	10391	TF	8.26	86,252	0	86,252
	TO	REMOVE TO: #10	2	EA	4,264.12	8,528	0	8,528
<b>Sub-Total =</b>						<b>118,246</b>	<b>0</b>	<b>118,246</b>

**SIGNAL - COMPANY**

includes warning devices		SIGNAL: INSTALL	1	LS	4,509,732.00	2,169,433	2,340,299	4,509,732
<b>Sub-Total =</b>						<b>2,169,433</b>	<b>2,340,299</b>	<b>4,509,732</b>

**EQUIPMENT RENTAL**

		EQUIPMENT RENTAL	1	LS	200,000.00	0	200,000	200,000
<b>Sub-Total =</b>						<b>0</b>	<b>200,000</b>	<b>200,000</b>

**HOMELINE FREIGHT**

		HOMELINE FREIGHT	27767	Per Ton	5.45	0	151,296	151,296
<b>Sub-Total =</b>						<b>0</b>	<b>151,296</b>	<b>151,296</b>

**PROJECT LEVEL COST**

	CONTINGENCIES	CONTINGENCY	10	%	108,281.01	542,119	540,700	1,082,819
<b>Sub-Total =</b>						<b>542,119</b>	<b>540,700</b>	<b>1,082,819</b>
<b>Totals =</b>						<b>5,963,313</b>	<b>5,947,697</b>	<b>11,911,010</b>

Total Wgt. In Tons = 27,767

**Grand Total =**    **\$11,911,010**

This estimate using 2006 dollars, includes design engineering, labor and material costs to construct the proposed UPRR Main Line Relocation Project, which shall include installation of tracks, turnouts and signal facilities only. It assumes all grading will be performed by a Third Party. The Platform, other Passenger Facilities, Armature and Sixth Street Structures are not included in this estimate and will be provided by AMTRAK and Millenia Sacramento III, LLC