



309 California Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream on YouTube.

**AGENDA
SPECIAL MEETING
SHAFTER CITY COUNCIL
MONDAY, OCTOBER 27, 2025**

NOTICE TO THE PUBLIC:

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 336 Pacific Avenue, Shafter CA. In addition, such documents will be posted on the City's website at www.shafter.com.

CALL TO ORDER: 4:30 PM

ROLL CALL: Mayor Givens
Mayor Pro Tem Olvera
Council Member Alvarado
Council Member Espinoza
Council Member Prout

PLEDGE OF ALLEGIANCE: Mayor Givens

INVOCATION: Council Member Alvarado

APPROVAL OF AGENDA:

PUBLIC COMMENT:

Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited to speak from the podium and address the City Council. Speakers are limited to five minutes unless additional time is needed for translation. Please state your name and address for the record before making your presentation.

MANAGEMENT REPORT:

- 1. PRESENTATION OF PROPOSED ALTERNATIVE BUILDOUT BY CALIFORNIA HIGH SPEED RAIL AUTHORITY TO THE SHAFTER CITY COUNCIL:** Council direct Staff to enter into no modification of the agreement; and take any necessary action to ensure compliance with the terms from the 2018 Settlement Agreement between the City of Shafter and the California High-Speed Rail Authority.

ROLL CALL

ADJOURNMENT:

Pursuant to the Americans with Disabilities Act, if you need special assistance to participate in a City Council Meeting, please contact the City Clerk at (661) 746-5000 at least three (3) days prior to the meeting or time the special services are needed to allow

City staff in making reasonable arrangements to provide you with access to the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the City Clerk's Office at Shafter City Hall, 336 Pacific Ave., Shafter, CA 93263. This is to certify that this Agenda notice was posted at City Hall and Police Dept. by 5:00 p.m., October 24, 2025. Yazmina Pallares, S/S, City Clerk

REMOTE PUBLIC PARTICIPATION IS ALLOWED IN THE FOLLOWING WAYS, SEE BELOW FOR INSTRUCTIONS.

1. You are strongly encouraged to observe the City Council meetings live via YouTube <https://www.youtube.com/user/CityofShafter/>
2. If you wish to make a comment on a specific agenda item or public comment, please submit your comment via email by **4:30 PM on October 27, 2025** to the City Clerk at CityClerk@shafter.com
3. If you wish to make a written comment to the City Clerk, 336 Pacific Avenue, Shafter, CA 93263.
4. If you wish to make a comment during the live meeting, callers must first register with the City Clerk at 661-746-5012 before the meeting begins to receive instructions and the call- in number and code. Please call by 3:00pm on the Monday prior to the City Council meeting to allow ample time for sign up. You will need to provide your name, phone number and the item number you wish to address.
5. All public comments are provided to the City Council and applicable Staff, for review and consideration by the Board prior to taking action on any matters listed on the agenda and are incorporated into the official record of the City Council meeting.



309 California Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream on YouTube.

**NOTICE OF
SPECIAL MEETING OF THE SHAFTER CITY COUNCIL**

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Shafter will be held on **October 27, 2025**. The meeting will convene at **4:30 PM**, in the Shafter Veterans Hall, 309 California Avenue, Shafter, California and via teleconference and Livestream on YouTube. Said special meeting shall be for the following purpose:

MANAGEMENT REPORT:

- 1. PRESENTATION OF PROPOSED ALTERNATIVE BUILDOUT BY CALIFORNIA HIGH SPEED RAIL AUTHORITY TO THE SHAFTER CITY COUNCIL:** Council direct Staff to enter into no modification of the agreement; and take any necessary action to ensure compliance with the terms from the 2018 Settlement Agreement between the City of Shafter and the California High-Speed Rail Authority.

ROLL CALL

Yazmina Pallares, City Clerk

Affidavit of Posting Special Meeting Notice

This is to certify that this Special Meeting Notice was posted at City Hall and the Police Department by 5:00 p.m., October 24, 2025. Further information regarding this Agenda Notice is available at City Hall, 336 Pacific Ave., Shafter, CA.

Yazmina Pallares, S/S, City Clerk

Dated: October 24, 2025

LGA Design Refinements – Grade Separated Variation *October 27, 2025*



Agenda

1

Current status

of the California High-Speed Rail project

2

Roadway improvements

included in the October 24, 2018 Settlement Agreement

3

Opportunity for a new design approach within the City of Shafter



Shafter Settlement Agreement

EXHIBIT 1.

HSR elevated on retained fill
(i.e., Retained Fill Variation)

EXHIBIT 2.

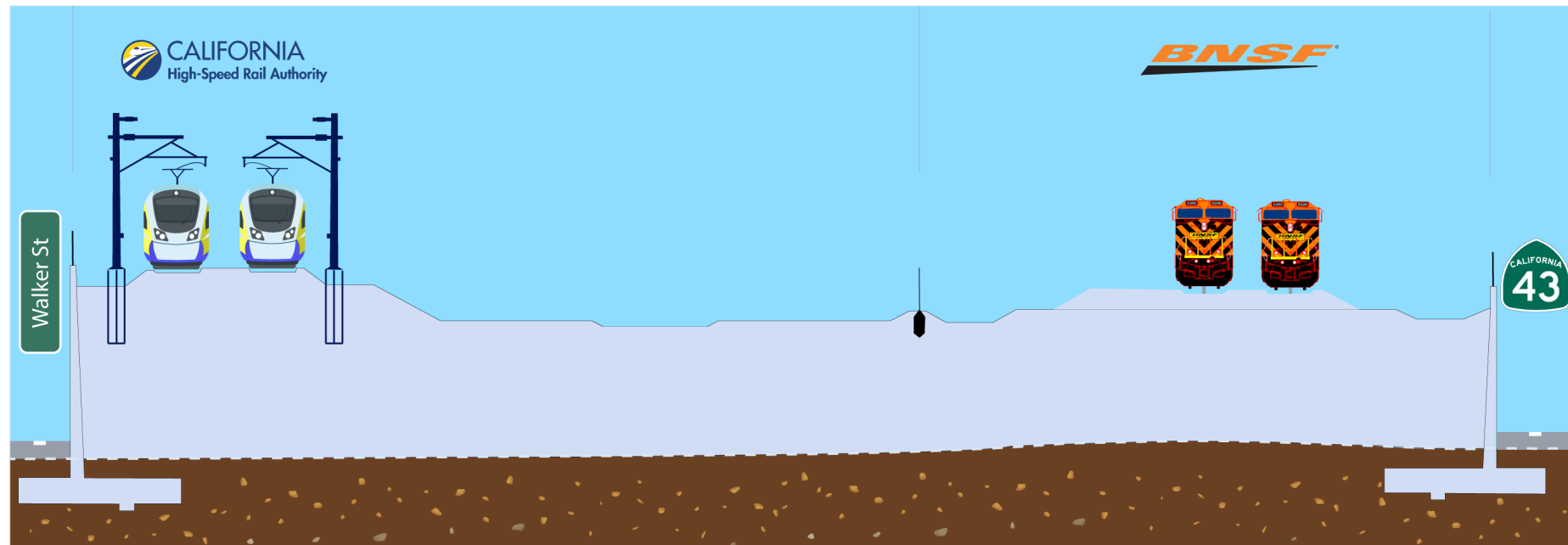
Approved F-B Project (at-grade BNSF)

EXHIBIT 3.

Option for grade separation at Riverside St

Shafter Settlement Agreement

With the **Retained Fill Variation**, HSR tracks and BNSF tracks through the City of Shafter would be about 35 feet higher than existing ground evaluation – creating a barrier effect





Shafter Settlement Agreement

➤ Golds Ave, Cherry Ave, and Los Angeles Street Improvements

Improvements include:

- Traffic signal on E Lerdo Hwy
- Street improvements on Golds Ave
- Street improvements on Cherry Ave
- Street improvements on Los Angeles St

**These improvements would be carried forward in the updated agreement*

Project Timeline



Benefits to City of Shafter



Proposed **Grade Separated Variation** has many benefits:

- ▶ Removes tall embankment and retaining walls
- ▶ Avoids barrier effect and visual impacts through community
- ▶ Improves safety by eliminating at-grade crossings
- ▶ Reduces construction timeline from previous design by about 18 to 24 months (no BNSF shoofly tracks)
- ▶ Reduce community impacts during construction (noise, dust, detours)
- ▶ Environmental benefits (air quality) with reduced construction activities
- ▶ Improved traffic flow and circulation
- ▶ Faster emergency vehicle response times
- ▶ Strengthens long-term community resilience

Fresno Ave



Retained Fill Variation:
Fresno Ave Underpass
(aerial view looking northwest)



Grade Separated Variation:
Fresno Ave Overpass
(aerial view looking northwest)

Shafter Ave – Alternative S-1



Retained Fill Variation:
Shafter Ave Underpass
(on SR 43 looking southeast)



Grade Separated Variation:
Shafter Ave S-1 Overpass
(on SR 43 looking southeast)

BENEFITS:

- Widen Shafter Avenue from 2 to 4 lanes
- Eliminate skewed intersection at Shafter Avenue and SR 43

Shafter Ave – Alternative S-1



Retained Fill Variation:
Shafter Ave Underpass
(on Shafter Ave looking north)



Grade Separated Variation:
Shafter Ave S-1 Overpass
(on Shafter Ave looking north)

BENEFITS:

- Widen Shafter Avenue from 2 to 4 lanes
- Eliminate skewed intersection at Shafter Avenue and SR 43

Shafter Ave – Alternative S-2



Retained Fill Variation:
Shafter Ave Underpass
(on SR 43 looking northwest)



Grade Separated Variation:
Shafter Ave S-2 Overpass
(on SR 43 looking northwest)

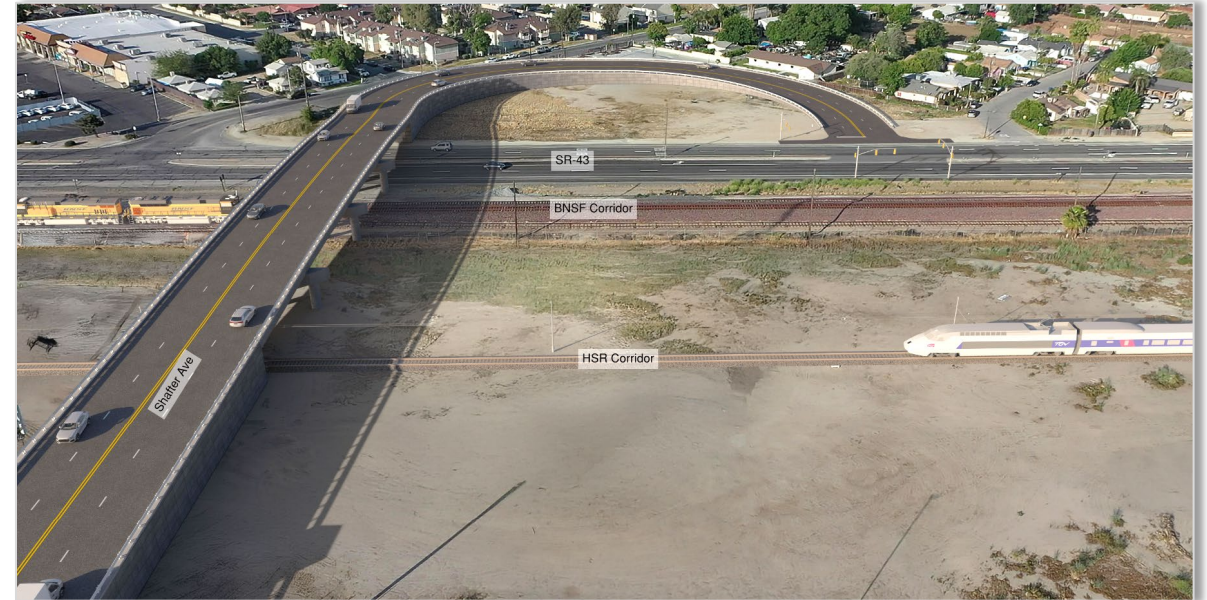
BENEFITS:

- Widen Shafter Avenue from 2 to 4 lanes
- Enhances safety near the school by reducing traffic speeds and removing through movement from the east side of Shafter
- Eliminate skewed intersection at Shafter Avenue and SR 43

Shafter Ave – Alternative S-2



Retained Fill Variation:
Shafter Ave Underpass
(aerial view looking southwest)



Grade Separated Variation:
Shafter Ave S-2 Overpass
(aerial view looking southwest)

BENEFITS:

- Widen Shafter Avenue from 2 to 4 lanes
- Enhances safety near the school by reducing traffic speeds and removing through movement from the east side of Shafter
- Eliminate skewed intersection at Shafter Avenue and SR 43

Central Ave – Alternative C-1



Retained Fill Variation:
Central Ave Underpass
(aerial view looking northwest)



Grade Separated Variation:
Central Ave C-1 Underpass
(aerial view looking northwest)

BENEFITS:

- Replace on-street parking with new parking structures
- Improve pedestrian experience by separating pedestrian and vehicular traffic

Central Ave – Alternative C-1



Retained Fill Variation:
Central Ave Underpass
(on Central Ave looking northeast)

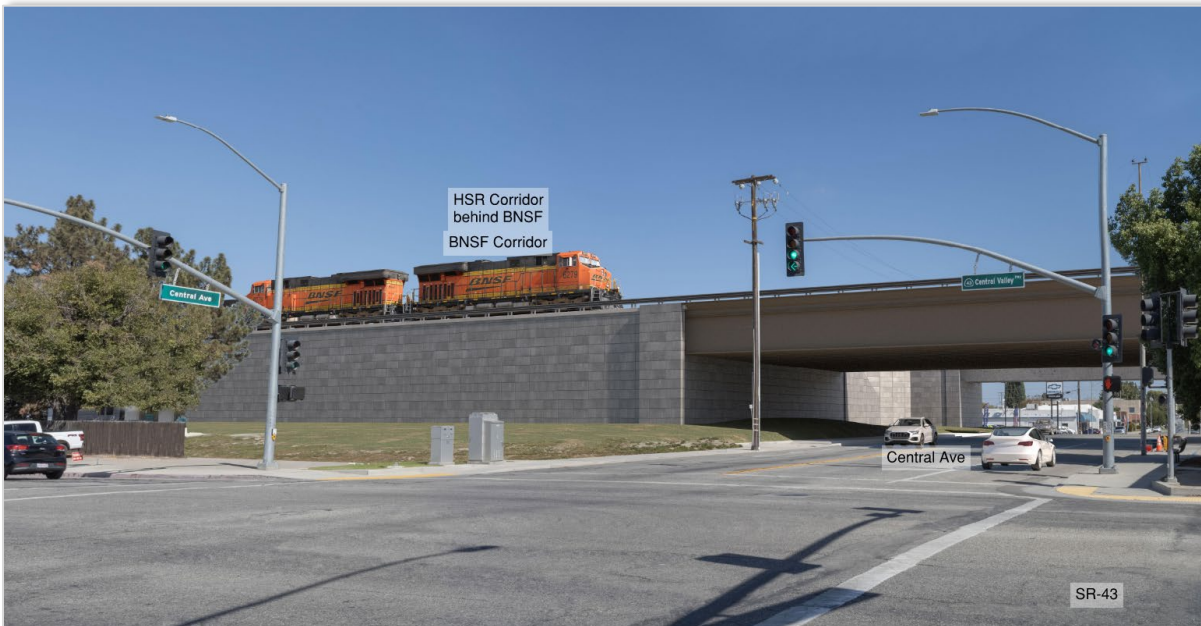


Grade Separated Variation:
Central Ave C-1 Underpass
(on Central Ave looking northeast)

BENEFITS:

- Replace on-street parking with new parking structures
- Improve pedestrian experience by separating pedestrian and vehicular traffic

Central Ave – Alternative C-2



Retained Fill Variation:
Central Ave Underpass
(on Central Ave looking north)



Grade Separated Variation:
**Central Ave C-2
Pedestrian Overpass**
(on Central Ave looking north)

BENEFITS:

- Improve pedestrian experience by removing vehicular traffic
- Encourage more walking in downtown and create a more vibrant business atmosphere

E Lerdo Hwy – Retained Fill Variation



Retained Fill Variation:
E Lerdo Hwy Underpass
(on SR 43 looking northwest)



Retained Fill Variation:
E Lerdo Hwy Underpass
(on Lerdo Hwy looking east)

E Lerdo Hwy – Alternative L-1



Retained Fill Variation:
E Lerdo Hwy Underpass
(on SR 43 looking southeast)



Grade Separated Variation:
E Lerdo Hwy L-1 Overpass
(on SR 43 looking southeast)

BENEFITS:

- Eliminate skewed intersection at Lerdo Hwy and SR 43
- Improve the intersection spacing between Mannel Avenue and SR-43
- Provide opportunity to improve trucking turning movement

E Lerdo Hwy – Alternative L-1



Retained Fill Variation:
E Lerdo Hwy Underpass
(aerial view looking northwest)



Grade Separated Variation:
E Lerdo Hwy L-1 Overpass
(aerial view looking northwest)

BENEFITS:

- Eliminate skewed intersection at Lerdo Hwy and SR 43
- Improve the intersection spacing between Mannel Avenue and SR-43
- Provide opportunity to improve trucking turning movement

E Lerdo Hwy – Alternative L-2



Retained Fill Variation:
E Lerdo Hwy Underpass
(on SR 43 looking southeast)



Grade Separated Variation:
E Lerdo Hwy L-2 Overpass
(on SR 43 looking southeast)

BENEFITS:

- Improve the intersection spacing between Mannel Avenue and SR-43
- Provide opportunity to improve trucking turning movement
- Provide opportunity for expanded intersection

E Lerdo Hwy – Alternative L-2



Retained Fill Variation:
E Lerdo Hwy Underpass
(on Mannel Ave looking southeast)



Grade Separated Variation:
E Lerdo Hwy L-2 Overpass
(on Mannel Ave looking southeast)

BENEFITS:

- Improve the intersection spacing between Mannel Avenue and SR-43
- Provide opportunity to improve trucking turning movement
- Provide opportunity for expanded intersection

Next Steps

Target completion by end of year 2025

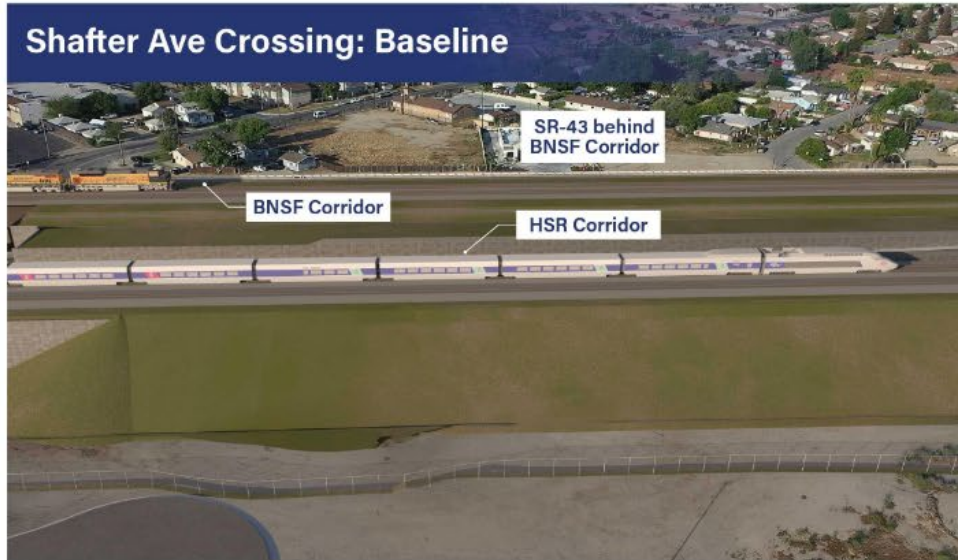
1. Authority is seeking approval to move forward with proposed Grade Separation design changes.
2. City Staff to work with Authority staff to prepare preliminary engineering plans.
3. Authority to work with City Staff to amend the Settlement Agreement in accordance with proposed Grade Separated Variations.

Questions



Questions ?

Shafter Ave Crossing: Baseline



Shafter Ave Crossing: S-1



Shafter Ave Crossing: Baseline



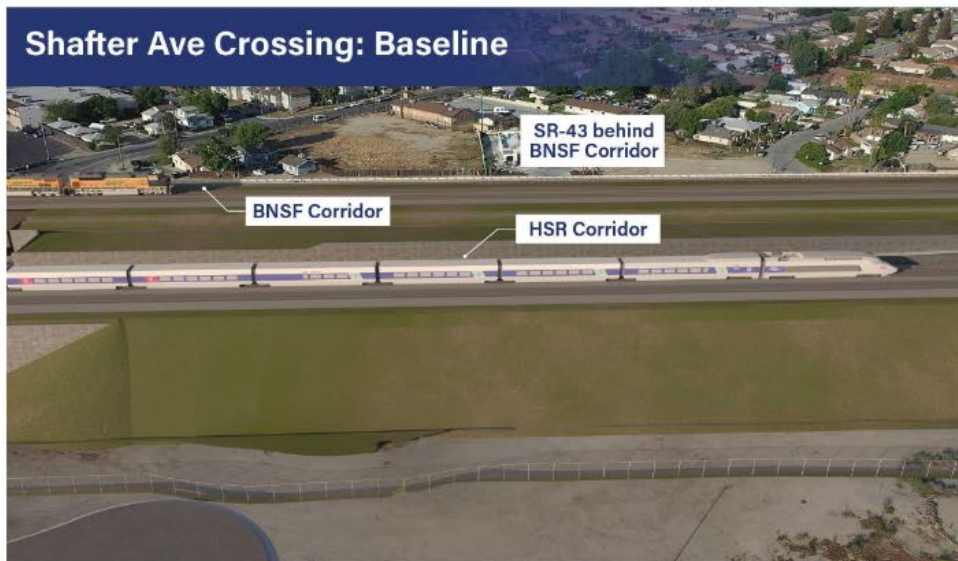
Shafter Ave Crossing: S-1



BENEFITS:

- Widen Shafter Avenue from 2 to 4 lanes
- Eliminate skewed intersection at Shafter Avenue and SR 43

Shafter Ave Crossing: Baseline



Shafter Ave Crossing: S-2



Shafter Ave Crossing: Baseline



Shafter Ave Crossing: S-2



BENEFITS:

- Replace on-street parking with new parking structures
- Improve by separating pedestrian and vehicular traffic

Central Ave Crossing: Baseline



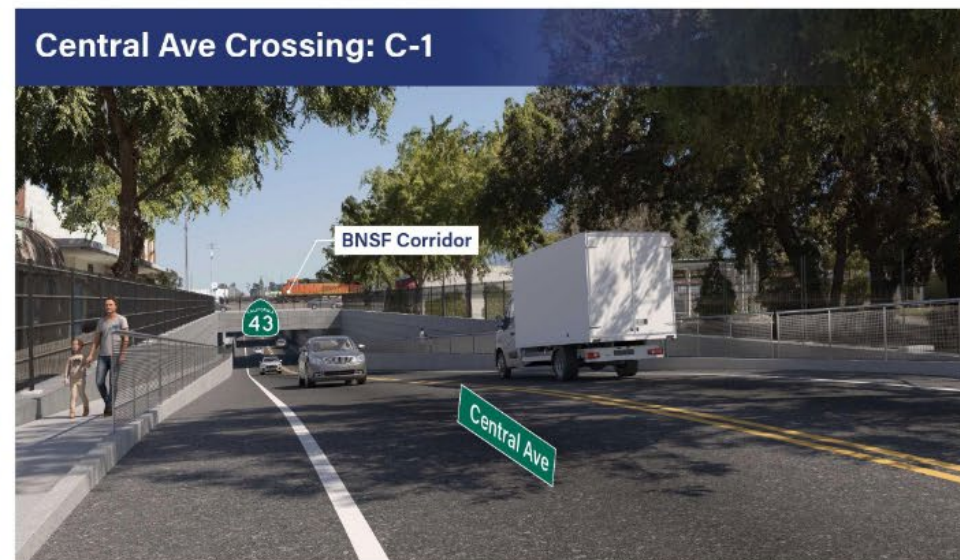
Central Ave Crossing: C-1



Central Ave Crossing: Baseline



Central Ave Crossing: C-1



BENEFITS:

- Replace on-street parking with new parking structures
- Improve pedestrian experience by separating pedestrian and vehicular traffic

Central Ave Crossing: Baseline



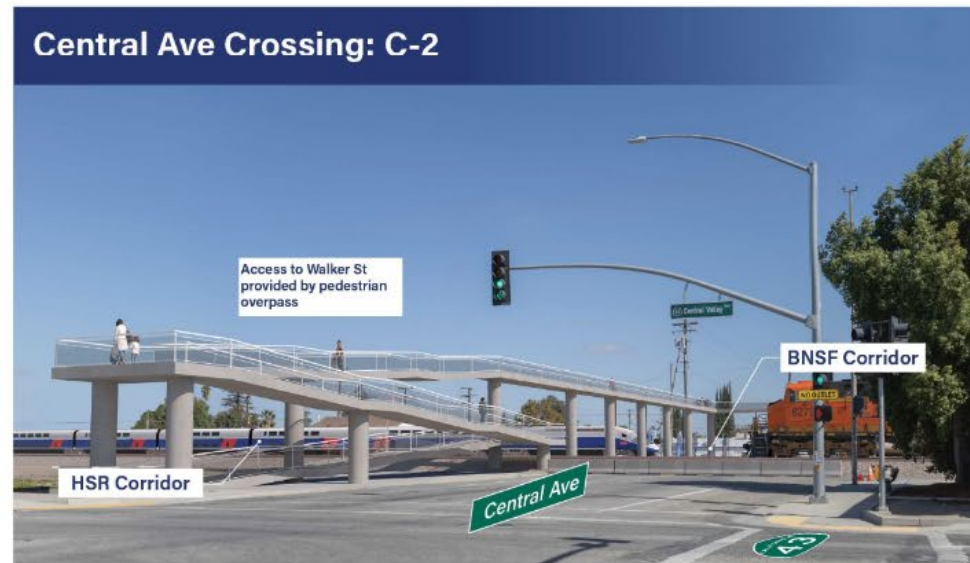
Central Ave Crossing: C-2



Central Ave Crossing: Baseline



Central Ave Crossing: C-2



BENEFITS:

- Improve pedestrian experience by removing vehicular traffic
- Encourage more walking in downtown and create a more vibrant business atmosphere

Lerdo Hwy Crossing: Baseline



Lerdo Hwy Crossing: L-1



Lerdo Hwy Crossing: Baseline



Lerdo Hwy Crossing: L-1



BENEFITS:

- Eliminate skewed intersection at Lerdo Hwy and SR-43
- Improve the intersection spacing between Mannel Avenue and SR-43
- Provide opportunity to improve trucking turning movement

Lerdo Hwy Crossing: Baseline



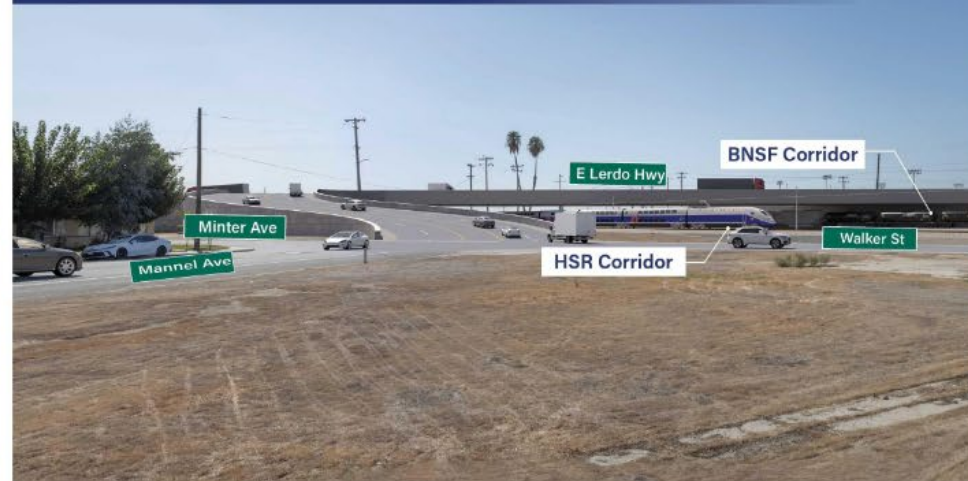
Lerdo Hwy Crossing: L-2



Lerdo Hwy Crossing: Baseline



Lerdo Hwy Crossing: L-2



BENEFITS:

- Improve the intersection spacing between Mannel Avenue and SR-43
- Provide opportunity to improve trucking turning movement
- Provide opportunity for expanded intersection



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 27, 2025

DEPARTMENT: Lance Lippincott, City Manager

SUBJECT: PRESENTATION OF PROPOSED ALTERNATIVE BUILDOUT BY CALIFORNIA HIGH SPEED RAIL AUTHORITY TO THE SHAFTER CITY COUNCIL

RECOMMENDATION

Council direct Staff to enter into no modification of the agreement; and take any necessary action to ensure compliance with the terms from the 2018 Settlement Agreement between the City of Shafter and the California High-Speed Rail Authority.

BACKGROUND

Authorized under Proposition 1A in November 2008, the California High Speed Rail began planning a proposed 800-mile track. During the initial planning process, a section approximately 114 miles from Fresno to Bakersfield was flagged for early phase construction.

On May 7, 2014, the California High Speed Rail Authority (CHSRA) certified the Fresno to Bakersfield Section Final Impact Report/Environmental Impact Statement pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA) by adopting Resolution HSRA 14-09, which certified the May 2014 analysis of the facilities and an alignment from a Fresno HSR Station to a Bakersfield HSR Station at Truxtun Avenue, known as the "Preferred Alternative." The same day, CHSRA also approved the Preferred Alternative for construction and operation for the Section from the Fresno High Speed Rail Station to 7th Standard Road in Kern County (Approved FB Project), and adopted CEQA Findings of Fact and a Statement of Overriding Considerations (collectively, the "CEQA Findings"), and a Mitigation Monitoring and Reporting Program by adopting Resolution HSRA 14-10 (the two resolutions hereinafter collectively referred to as the "Approvals"). In Resolution HSRA 14-10, CHSRA reserved the decisions on an alignment and facilities south of 7th Standard Road to a future date. The Approved FB Project includes an elevated viaduct within the City of Shafter, as described in the May 2014 Final Impact Report/Environmental Impact Statement.

On May 8, 2014, CHSRA filed a CEQA Notice of Determination with the State Clearinghouse in the Governor's Office of Planning and Research. Following that, on June 6, 2014, the City of Shafter filed a lawsuit challenging the approvals under CEQA and related causes of action. The City's complaint stated that routing the Fresno to

PRESENTATION OF PROPOSED ALTERNATIVE BUILDOUT BY CALIFORNIA HIGH SPEED RAIL AUTHORITY TO THE SHAFTER CITY COUNCIL

Bakersfield Section through Shafter was unacceptable, and that it would cause significant unmitigated impacts. Six other petitions also were filed challenging the approvals.

On September 17, 2015, the City and CHSRA cooperated in hosting a community open house, with a public workshop following on August 25, 2016, in Shafter to engage residents on the proposed retained fill variation to raise the tracks above-grade through the City. The City and CHSRA cooperated in incorporating the technical updates into a supplemental environmental impact report, while CHSRA worked concurrently with federal partners to obtain their agreement on the retained fill variation. Finally, on or about October 24, 2018, the City and CHSRA entered into a settlement agreement where the retained fill variation was accepted as the least harmful alternative for the City.

For the last seven years, the City has planned transportation elements and other critical infrastructure around the retained fill variation that would bring the train tracks above grade through the City and preserve critical cross-town access for residents and public safety. On September 30, 2025, at 3:30 p.m. the City met with CHSRA at their request to meet new CHSRA staff and hear what was believed to be an update on progress. At that meeting, it was highlighted that the retained fill variation agreed to in 2018 was too expensive, and that CHSRA staff would like the City to consider supporting alternatives. Those alternatives were requested to be put in writing, and that a public meeting be called for CHSRA staff to introduce the alternatives to Council.

FISCAL IMPACT

The fiscal impact is unknown at this time.

CEQA ANALYSIS

This item does not require discretionary action as it is for informational purposes only. Therefore, it does not trigger CEQA review.

APPROVED BY THE CITY ATTORNEY

No

ATTACHMENTS

1. 2025-10-13 LGA_COS_Cover_Letter aphfinal
2. 2025-10-13 LGA_COS_Grade_Separated_Variation_Report
3. 2025-10-13 First Amendment to Settlement Agreement - Shafter CHSRA
4. 2025-10-13 Exhibit 4 -First Amendment to Settlement Agreement - Shafter CHSRA
5. California High Speed Rail Authority Settlement Agreement 2018 10 24 (No Comments)

October 13, 2025

Lance Lippincott
City Manager
City of Shafter
336 Pacific Ave.
Shafter, CA 93263

RE: CHSRA Locally Generated Alternative (LGA) Segment - Grade Separated Variation

Dear Mr. Lippincott,

The City of Shafter (City) has requested that the California High-Speed Rail Authority (Authority) provide a presentation at a Special City Council Meeting, in the week of October 20, to provide a status update on California high-speed rail system and review proposed changes to the Authority's Locally Generated Alternative (LGA) segment within the City. The Authority welcomes the opportunity to discuss its system:

- Current status of the California high-speed rail system
- Roadway improvements included in the October 24, 2018 Settlement Agreement
 - Los Angeles Ave, Cherry Ave, and Golds Ave
- Opportunity for a new design approach within the City of Shafter
 - City of Shafter: Roadway Grade Separated Variation (Option)
 - Possible Amendment 1 to the Settlement Agreement (Amendment)

The Authority is requesting that the City Council take the following actions during this meeting:

- 1) Support for the Authority to move forward with proposed design changes, referred to as the Grade Separated Variation.
- 2) Approval for City Staff to work with Authority staff to prepare preliminary engineering plans for the Grade Separated Variation, including grade separations and city improvement/mitigation projects, with a target completion by end of year 2025.
- 3) Approval for City Staff to work with Authority staff to amend the Settlement Agreement in accordance with the Grade Separated Variation, with a target completion by end of year 2025.

After CEO Choudri's arrival, the Authority began a full assessment of the LGA alignment, seeking opportunities to build smarter, faster and more economically. As part of that effort, the Authority began developing and evaluating design refinements of the LGA between Shafter and Bakersfield. One result of this activity included a proposal to lower the guideway through the City, keeping the high-speed rail and BNSF Railway mainline alignments at-grade and therefore eliminating the need for both the 35-foot-high linear wall through the City and the delay of using a BNSF shoofly.

While these proposed changes deviate from the design included in the Settlement Agreement, they result in many key benefits for the City, including reduction in overall construction time by 18 to 24 months, elimination of approximately 170,000 truckloads of fill delivered for the elevated embankment, and continued opportunity to improve intersections and safety through the City. To achieve the safety benefits of an at-grade BNSF Railway alignment, the local streets would either be raised or lowered to continue to provide the grade separations at those locations.

A summary of the proposed Grade Separated Variation can be found in the attached report. The Authority evaluated grade crossing alternatives based on criteria that include safety, connectivity, traffic, right-of-way, construction schedule/impacts, utilities, and drainage.

Upon City Council approval of the Authority prospectively pursuing this refined approach, the Authority will work in partnership with City staff to continue progressing the Grade Separated Variation. City staff will be provided with an opportunity to review and comment on design plans for the grade separation alternatives

as they are developed, including track, roadways, structures, hydrology, utilities, and right-of-way. The Authority will work directly with City staff to determine the recommended grade separation alternatives at each location.

Once both parties agree on a mutually beneficial design, the Grade Separated Variation is proposed to be added as an amendment to the Settlement Agreement dated October 24, 2018 between the City and the Authority. A proposed draft of the Amendment reflecting the approach above is attached for review; however, it is understood that this draft will be updated once an agreement on the design is reached.

Sincerely,

Basem Muallem

Basem Muallem
Statewide Regional Director
California High-Speed Rail Authority

Enclosures:

- 1) City of Shafter: Grade Separated Variation Report
- 2) Amendment 1 to the Settlement Agreement

CC (via email only):

Ian Choudri, Chief Executive Officer, California High-Speed Rail Authority
Soon-Sik Lee, Chief of Planning and Engineering, California High-Speed Rail Authority
Noopur Jain, LGA Senior Project Manager, California High-Speed Rail Authority



City of Shafter: Grade Separated Variation

for

Fresno to Bakersfield

Locally Generated Alternative (LGA)



Prepared by HNTB Corporation

October 2025

REVISIONS

REVISION NO.	DATE	DESCRIPTION
0	10/13/2025	City of Shafter: Grade Separated Variation

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ACRONYMS AND ABBREVIATIONS

Authority	California High-Speed Rail Authority
AVE	Avenue
BNSF	Burlington Northern Santa Fe Railway
Caltrans	California Department of Transportation
City	City of Shafter
CP4	Construction Package 4
E	East
F-B	Fresno to Bakersfield
HSR	High-Speed Rail
LGA	Locally Generated Alternative
OC or OP	Overcrossing or Overpass (roadway goes over rail)
ROW	Right-of-Way
SR	State Route
ST	Street
UC or UP	Undercrossing or Underpass (roadway goes under rail)

1.0 INTRODUCTION

The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the nation. The HSR system will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. When it is completed, trains will run the 435-mile distance from San Francisco to Los Angeles in under 3 hours at speeds capable of traveling over 200 miles per hour (mph). It will also serve nine stations between the two cities. The HSR system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs. The Fresno to Bakersfield section is a critical early phase link of the proposed HSR System. It will connect with the Fresno to Merced section to the north and with the Bakersfield to Palmdale section to the south.

The HNTB Project Team is responsible for preparing the configuration footprint and design for the Fresno to Bakersfield LGA alignment from the City of Shafter to the City of Bakersfield. The LGA project is approximately 19.13 miles in length, and consists of three segments:

- Segment 1 starts at the tie-in with CP4, then continues southeast along the HSR and BNSF corridor to and including improvements required for the Riverside Street grade separation in the City of Shafter.
- Segment 2 starts at the southern end of Segment 1 between Riverside Street and Cherry Ave in the City and continues south to about 1 mile north of 7th Standard Road.
- Segment 3 starts at the southern end of Segment 2 and extends past the southern edge of the Kern River, just north of Bakersfield Station. For work pertaining to alignment, plan and profile, the southern endpoint is located at Chester Avenue, south of Bakersfield Station.

The scope of this report focuses on LGA Segments 1 and 2 in the City of Shafter. Figures 1-1 and 1-2 show these segments.

Figure 1-1 LGA Segment 1 Study Area

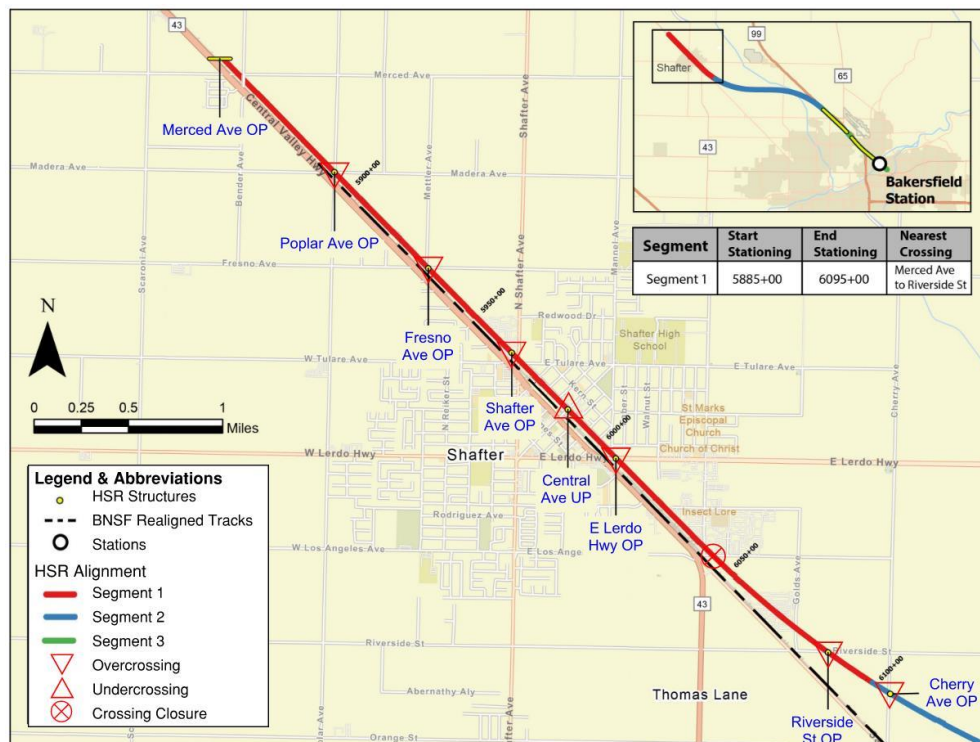
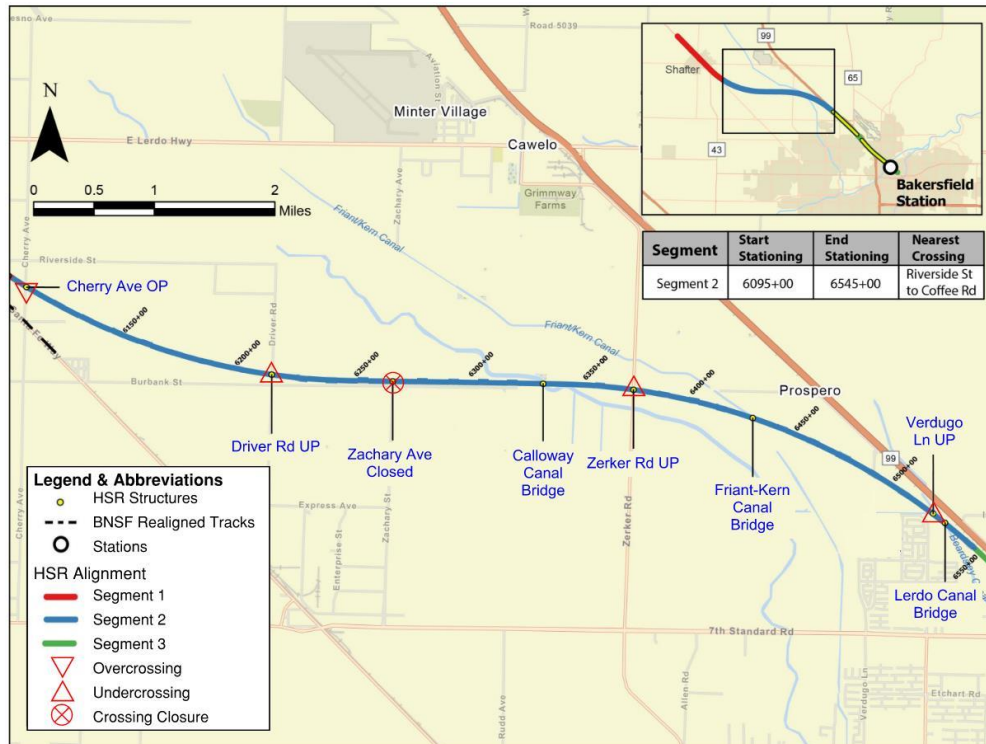


Figure 1-2 LGA Segment 2 Study Area



In March 2025, the Authority and HNTB began conducting meetings to define and evaluate design refinements of the LGA project between Shafter and Bakersfield. The results of this include lowering the guideway through the City with the refinements focusing primarily on vertical and horizontal alignment. The refinements keeps the HSR alignment at-grade through the City, keeps the BNSF mainline track at its current elevation, and eliminates the need for a BNSF shoofly while still providing grade separations connections.

Keeping the HSR and BNSF tracks at-grade will require design changes for planned roadway grade separations in the City. Instead of keeping the roadways at-grade, the roadways would need to be either raised or lowered to provide a grade separation with the BNSF and HSR rail corridors. The Authority and HNTB evaluated roadway grade crossing alternatives at each of the existing crossing locations based on criteria including safety, community connectivity, traffic operations, right-of-way, utilities, and drainage.

The design refinements and grade crossing alternatives, referred to as the Grade Separated Variation, will provide numerous benefits for the City. The most important benefit is removing the tall embankment and retaining walls that would physically divide neighborhoods and restrict emergency and maintenance access. In contrast, the at-grade solution offers safer, more efficient crossings, improved access for maintenance and public safety personnel and better long-term operational flexibility.. Additional benefits include shorter construction timelines, reduction in community impacts (noise, dust, detours) during construction, streamlined coordination and approvals with BNSF, and a design that enhances community cohesion and resilience.

The remainder of this report consists of the following sections:

- Section 2: Benefits to the City of Shafter. This section provides more information on benefits to the City associated with the proposed Grade Separated Variation.
- Section 3: Alternatives Considered. This section describes representative roadway grade crossing alternatives that the Authority and HNTB considered in the City and a proposed evaluation methodology for those alternatives.
- Section 4: Improvements and Mitigation Projects. This section describes additional improvements on Golds Ave, Cherry Ave, and Los Angeles Ave that are part of the LGA project.
- Section 5: Conclusion. This section identifies proposed next steps and the anticipated timeline for those activities.

2.0 BENEFITS TO THE CITY OF SHAFTER

The most important benefits to the City associated with the LGA design refinements and roadway grade crossing alternatives will be removing the tall embankment and retaining walls that physically and visually bifurcate the City, while maintaining grade separations and improving safety.

- In the baseline configuration (i.e., Retained Earth Variation), there would be adjacent raised guideways for HSR tracks and BNSF tracks through the City of Shafter as discussed previously with the City. The raised tracks for both HSR and BNSF would be approximately 35 feet higher than existing ground elevation. Additionally, the walls would require a wide footing resulting in greater right-of-way impacts than were originally anticipated. City roads were proposed to remain at-grade. More information about the Retained Earth Variation can be found in section 3.1.1.
- The raised guideway would create a barrier effect that would physically and visually bifurcate the City and restrict emergency and maintenance access. Renderings of this barrier effect are shown in Figure 2-1 for E Lerdo Hwy looking north on SR 43.
- Construction of the Retained Earth Variation, including the wall and associated embankment, is estimated to require approximately 9,000 concrete trucks for the wall and 170,000 truckloads of embankment. Constructing the BNSF tracks on raised embankment would require a temporary shoofly mainline for BNSF to be constructed on the East side of the existing tracks (between BNSF and Walker) so that BNSF trains could continue to operate while the new BNSF guideway and tracks are being constructed. Constructing this temporary shoofly mainline, then constructing the wall and moving the mainline back to the elevated section will complicate construction sequencing and increase the construction time by 18 to 24 months when compared to the Grade Separated Variation. This would not only increase the construction time but delay when the roadway grade separations would become active.
- The at-grade alternative improves HSR and BNSF safety as well as emergency response and maintenance access, allowing quicker response in the event of a fire or derailment. This design also reduces noise, vibration, and drainage issues, while enhancing connectivity and visual openness. Overall, it creates a safer, more accessible and better-integrated design that supports the City's long-term mobility and community cohesion.
- Finally, the estimated cost of the Retained Earth Variation has more than doubled since 2018. As design progressed, final selection of bridge and wall types along with the increase in the cost of earthwork in the Central Valley are responsible for this increase.

Figure 2-1 Baseline Configuration Rendering: E Lerdo Hwy



The design refinements and roadway grade crossing alternatives prepared by the Authority and HNTB, referred to as the Grade Separated Variation, would avoid this barrier effect and other associated drawbacks in the community by removing the raised embankment for the HSR and BNSF tracks and moving forward with the tracks at-grade. This will minimize visual impacts and strengthen long-term community resilience. Roadway grade separations would be maintained, which will improve safety by removing the existing BNSF at-grade crossings and reducing the potential for accidents. Section 3 of this report describes roadway grade crossing alternatives being considered by the Authority and the HNTB team as part of the Grade Separated Variation.

Other benefits to the City associated with the proposed Grade Separated Variation are listed below.

- Streamlined BNSF approvals by avoiding significant work within BNSF right-of-way.
- Avoidance of restrictive and unpredictable work windows when performing work on the BNSF corridor, which cause delay and uncertainty in the schedule.
- Reduces community impacts (noise, dust, detours) during construction by both reducing the amount of concrete and earthwork in the City and reducing the overall construction timeline.
- Environmental benefits (air quality) associated with reduced construction activities.
- Opportunities to improve design at select intersections (for example, eliminating high skew angles at intersections at Shafter Ave and SR 43, and at Lerdo Ave and SR 43).

This approach retains the following benefits common to both the original Retained Fill Variation and the proposed Grade Separated Variation:

- Grade separations that eliminate existing at-grade crossings and crossing gates within the City, improving vehicular circulation and emergency vehicle response times even when a train is in the City.
- BNSF would not blow warning horns for grade separations, reducing noise through the City.
- The HSR corridor in both alternatives will require access control, eliminating the current pedestrian crossings outside of designated areas.

3.0 ALTERNATIVES CONSIDERED

The Authority and HNTB have worked together to produce an at-grade alignment throughout the City of Shafter, or the Grade Separated Variation. The Grade Separated Variation proposes significantly fewer changes to the BNSF corridor and would result in reduced construction costs, improved safety at crossings, and reduced community impacts. Keeping the HSR alignment at-grade in the City of Shafter, keeping the BNSF mainline track at its current location, and eliminating the need for a BNSF shoofly will require design changes for planned roadway grade separations in the City of Shafter.¹ Instead of keeping the roadways at-grade, the roadways would need to either be raised or lowered to provide a grade separation with the BNSF and HSR rail corridors.

3.1 Description of Alternatives Considered

During the development of roadway grade crossing alternatives, the HNTB team considered the following principles:

- Either raising or lowering the local street (while leaving SR 43 as is), and
- Either raising or lowering both the local street and SR 43, to maintain connectivity between the local street and SR 43.

For each principle, the HNTB team also applied the following configurations:

- In-line alignment by constructing along the existing roadway alignment. In-line alignments have the potential to reduce right-of-way impacts and costs compared to offset alignments (depending on where alternate offset alignments would be located), but roadway closures and detours during construction would be more significant.
- Offset alignment by constructing the new roadway offset from the existing roadway. Offset alignments reduce roadway closures during construction and could also reduce right-of-way impacts and costs (depending on where offset alignments are located).

Table 3-1 lists the representative grade crossing alternatives that were considered. Figure 3-1 provides information on the baseline configuration (original LGA project design) as a point of comparison. This is followed by a description of each alternative, starting with Fresno Ave in Figure 3-2. More than one alternative was considered at the following locations: Shafter Ave (Figures 3-3 and 3-4), Central Ave (Figures 3-5 and 3-6), and E Lerdo Hwy (Figures 3-7 and 3-8). Poplar Ave is described next, followed by the remaining grade crossing locations.

Table 3-1 Roadway Crossing Alternatives

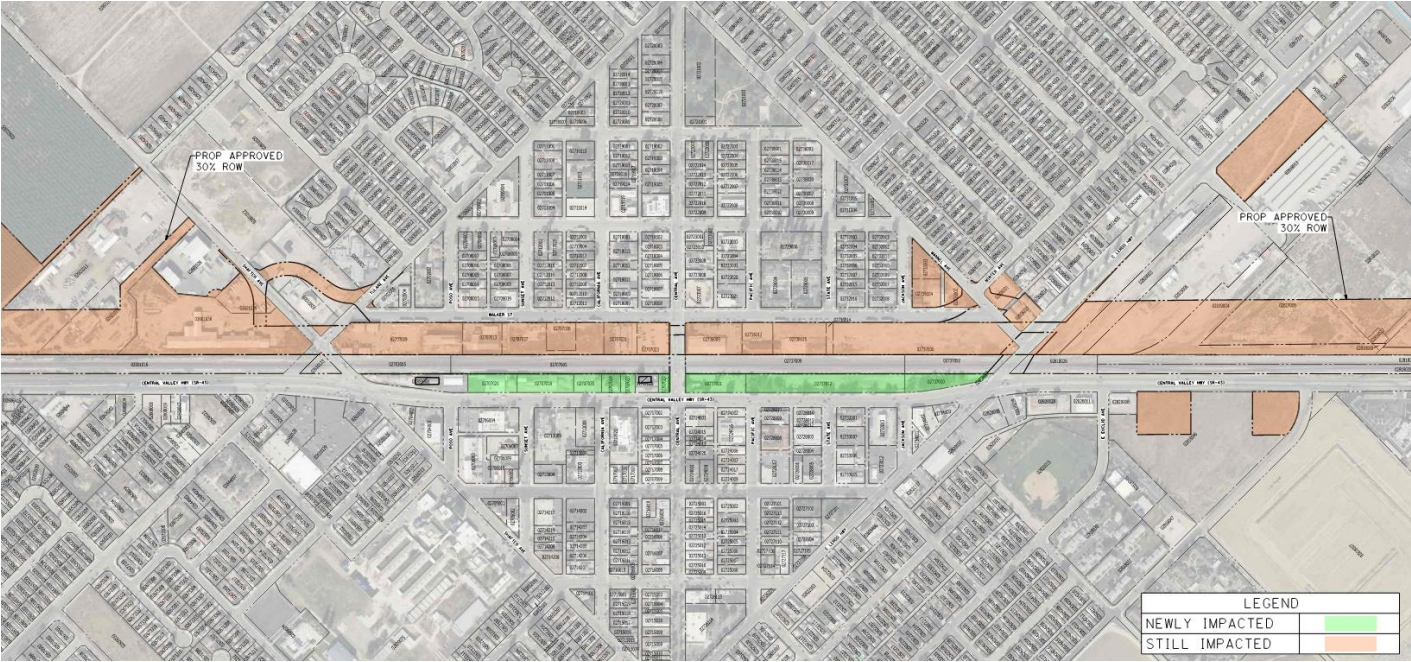
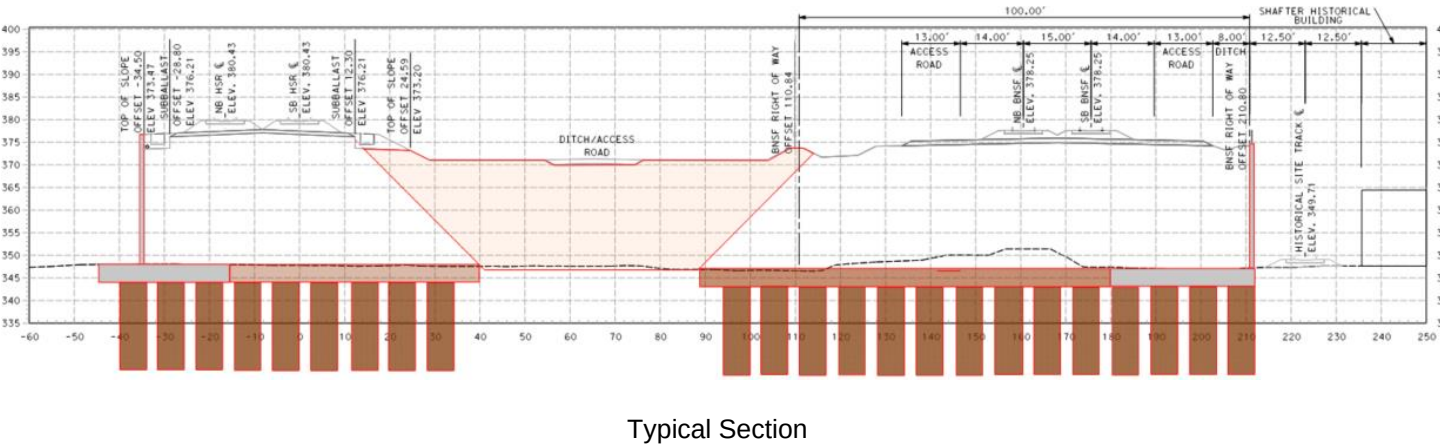
No.	Roadway	Alternative #	Description
1	Poplar Ave	-	Raise Poplar Ave. SR 43 remains as is.
2	Fresno Ave	-	Raise Fresno Ave and realign to the south. SR 43 remains as is. New Road connecting new Fresno and old Fresno at Alamo Ln. (See Section 3.1.2 for more information.)
3	Shafter Ave	S-1	Raise Shafter Ave as an inline overpass going over the HSR and BNSF rail corridor. SR 43 remains as is, so there would be no direct connection between Shafter Ave and SR 43. Realign Tulare Ave on the east side of the rail corridor to maintain a connection with Shafter Ave. (See Section 3.1.3 for more information.)

¹ The roadway grade crossing alternatives described in this section have been produced at a concept level design (10% or less). Further engineering analysis and evaluation will be necessary to fully assess all potential options and their feasibility and cost.

No.	Roadway	Alternative #	Description
4		S-2	Raise Shafter Ave. North of BNSF, Shafter Ave curves west to cross SR 43 perpendicularly and then U-turns to connect on Southbound side of SR 43. SR 43 remains as is. Shafter Ave approaching south of BNSF ends at SR 43. (See Section 3.1.3 for more information.)
5	Central Ave	C-1	Lower Central Ave between James and Kern St as an inline underpass going under the HSR and BNSF rail corridor. New parking structures are proposed to mitigate loss of street parking along businesses. Raise Walker St. SR 43 remains as is. (See Section 3.1.4 for more information.)
6		C-2	Close Central Ave to vehicles between SR 43 and Walker St. Construct a new pedestrian overpass to preserve access across the BNSF and HSR corridor. (See Section 3.1.4 for more information.)
7	E Lerdo Hwy	L-1	Raise Lerdo Hwy and realign to the south, providing an overpass going over the HSR and BNSF rail corridor. SR 43 remains as is. The existing Lerdo Hwy west of the rail corridor remain opens to provide a connection with SR 43. Realign Mannel Ave to the east to maintain a connection with Lerdo Hwy. (See Section 3.1.5 for more information.)
8		L-2	Raise E Lerdo Hwy inline, providing an overpass going over the BNSF and HSR rail corridors. SR 43 would also be raised to maintain a direct connection with E Lerdo Hwy. Mannel Ave would be realigned to the east to maintain a connection with E Lerdo Hwy. (See Section 3.1.5 for more information.)
9	Beech Ave / E Los Angeles Ave	-	No change; close existing at-grade crossing (included in separate Caltrans roundabout project).
10	Riverside St	-	Change from roadway underpass to roadway overpass.
11	Cherry Ave	-	Change from roadway underpass to roadway overpass.
12	Driver Rd	-	No change.
13	Zachary Ave	-	Close existing crossing and provide alternate access.
14	Calloway Canal	-	No change.
15	Zerker Rd	-	No change.
16	Friant-Kern Canal	-	Reduce vertical clearance of HSR bridge over Friant-Kern Canal.
17	Verdugo Lane	-	Realign underpass to the south.

3.1.1 Baseline Configuration

Figure 3-1 Submitted Baseline Configuration



- Notes:
- The baseline configuration (Retained Earth Variation) involves raised guideways for HSR tracks and BNSF tracks through the City approximately 35 feet higher than ground elevation, creating a barrier effect through the community.
 - Discussions held with BNSF on 30% design plans resulted in an increased project footprint compared to the original environmental document. This is due to wide footing requirements at the base of the retaining walls.
 - Additionally, the ROW impacts on the SR-43 side of the BNSF corridor increased due to BNSF's request to relocate retaining walls outside of their property.
 - Approximately 7.55 acres of land are impacted due to six infiltration basins in the baseline configuration that are no longer needed with the Grade Separated Variation.

Increase from Submitted Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
8	1	2	0



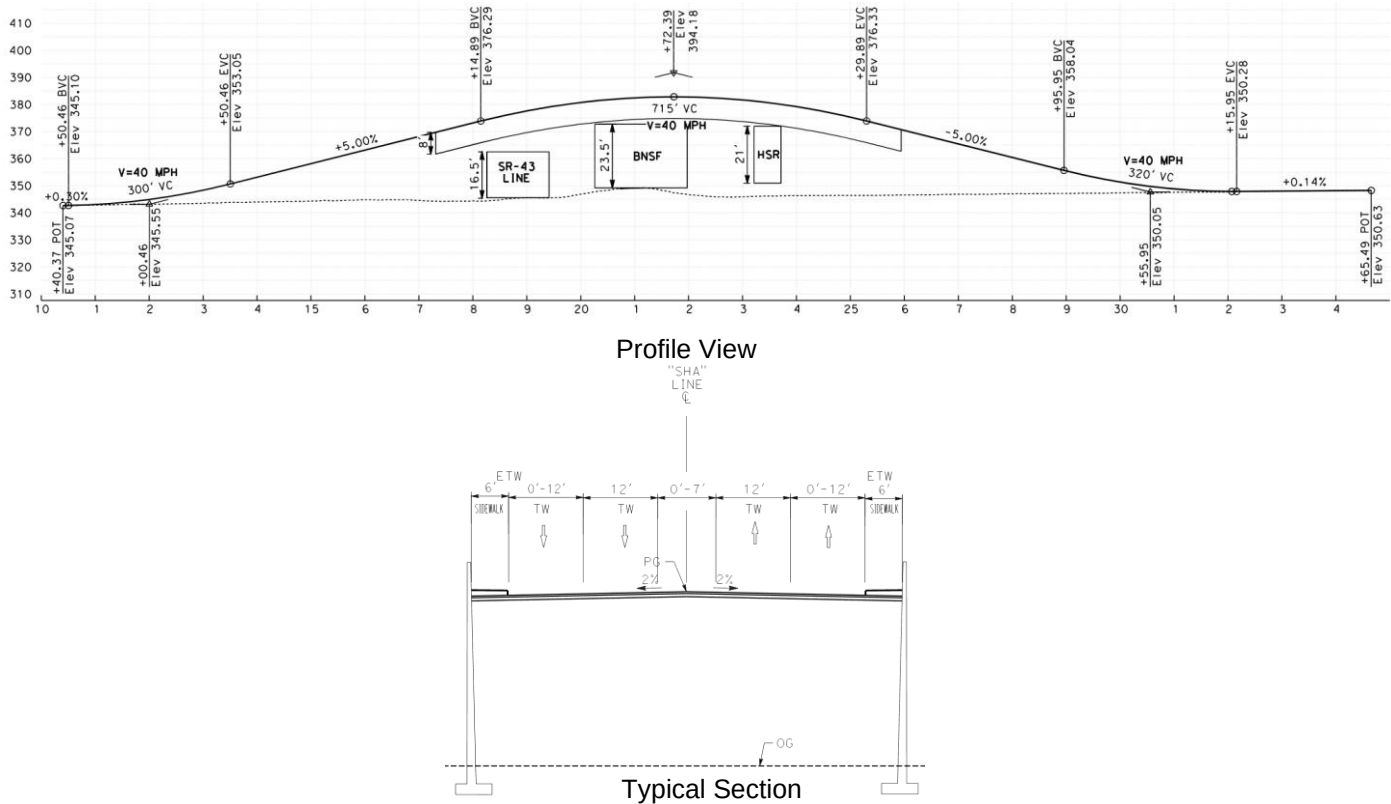
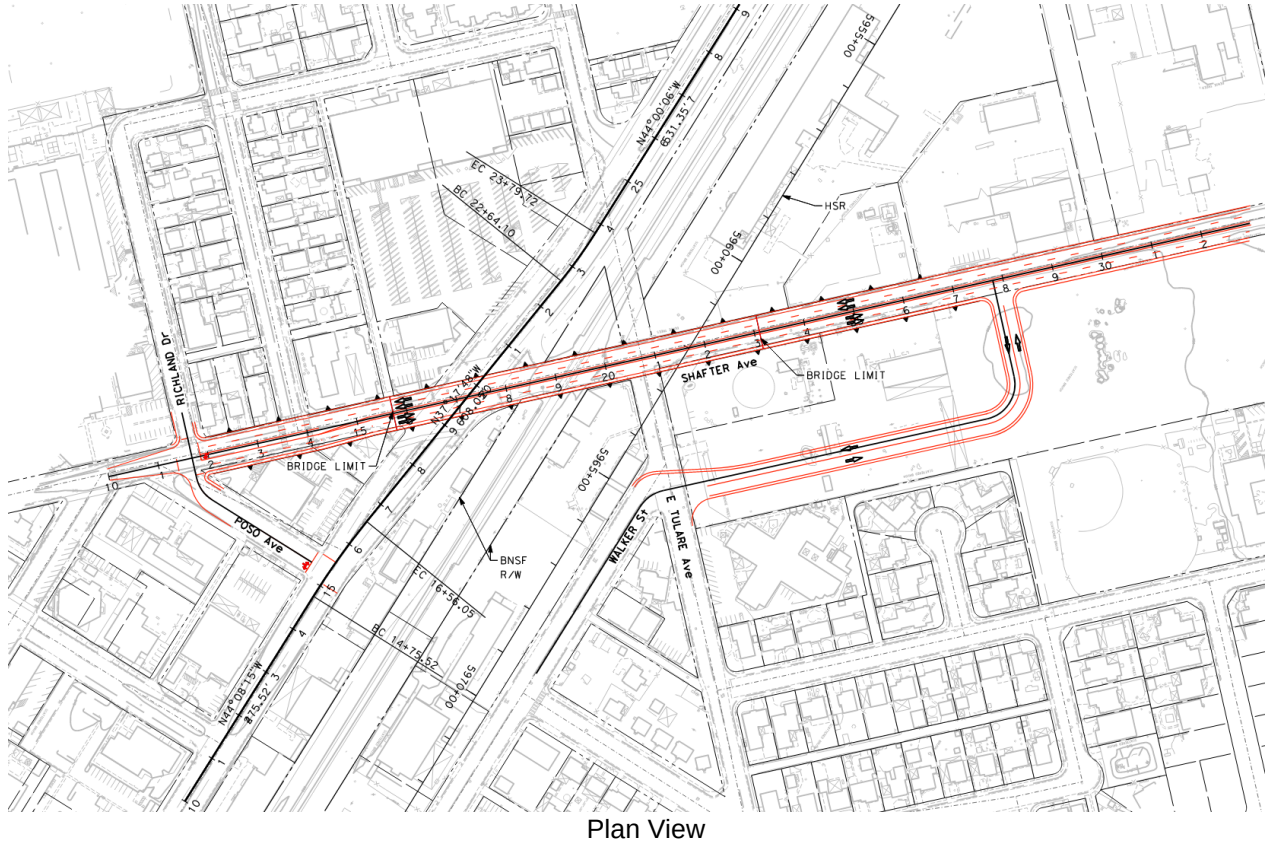
The Fresno Ave alternative (Figure 3-2, Fresno Ave Alternative) consists of implementing a new Fresno Ave overpass going over SR 43, the BNSF rail corridor, and the future HSR rail corridor. The new Fresno Ave overpass would be south of the existing Fresno Ave at-grade crossing. Mettler Ave would be re-aligned to the east to provide a connection with the new Fresno Ave. The existing Fresno Ave would remain open on the west side of the rail corridor to provide a connection to SR 43 and access to neighborhood immediately west of SR 43.

3.1.3 Shafter Ave

Two representative alternatives being considered for Shafter Ave are S-1 and S-2:

- Alternative S-1 (Figure 3-3) consists of an inline Shafter Ave overpass going over the BNSF, HSR rail corridors and SR 43. SR 43 would remain as is, so there would not be a direct connection between Shafter Ave and SR 43. This connection would be replaced by a new signalized intersection at Richland Dr and Shafter Ave where access to and from SR43 is provided via Poso Ave. Tulare Ave would be realigned on the east side of the rail corridor to maintain a connection with Shafter Ave.

Figure 3-3 Shafter Ave Alternative S-1



Notes/Benefits:

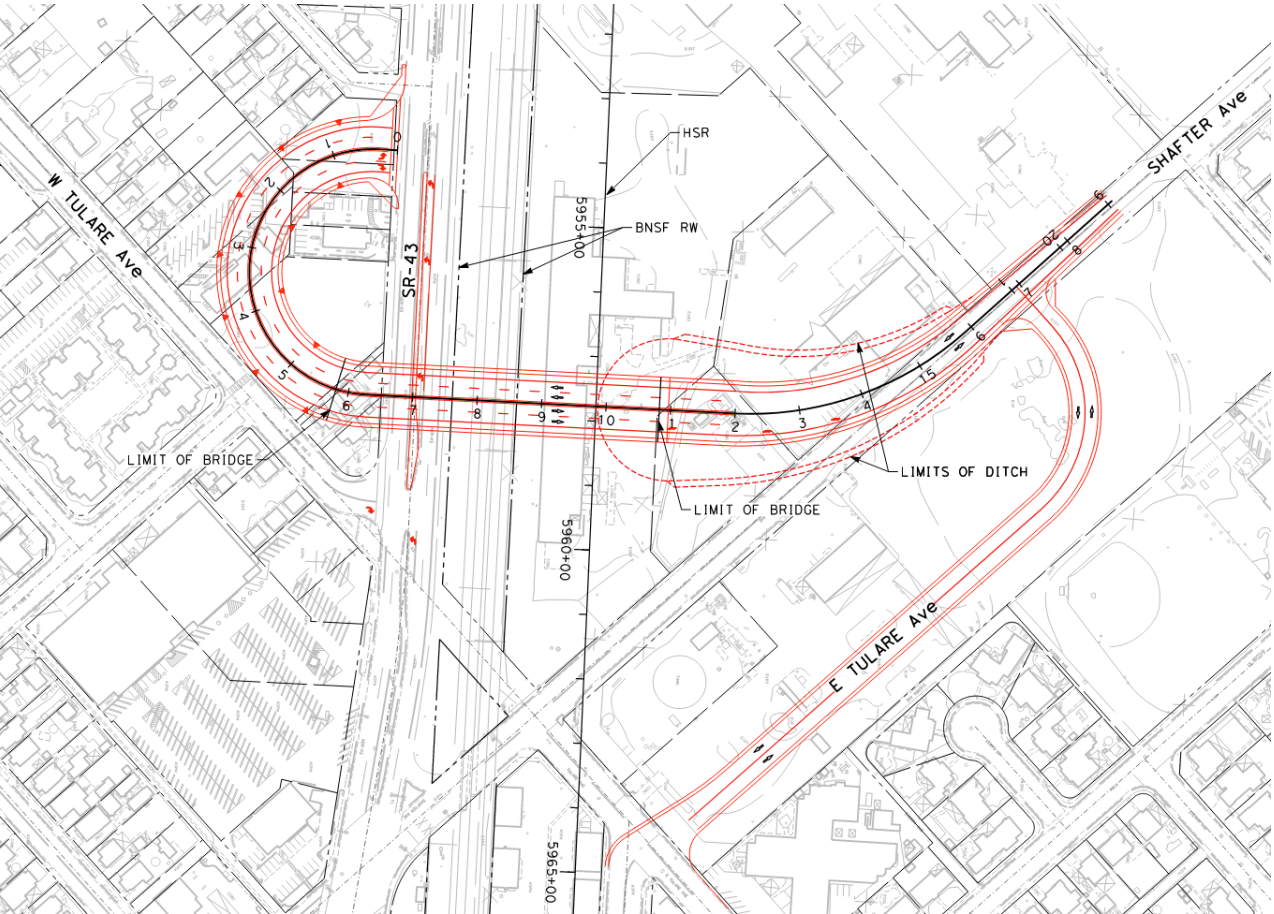
- A new Shafter Ave overpass would be located inline with the existing Shafter Ave.
- Both SR 43 and the BNSF rail corridor would remain at-grade in their current locations.
- There would not be a direct connection between Shafter Ave and SR 43. Poso could be upgraded to provide the connection.
- Tulare Ave would be re-aligned on the east side of the rail corridor to provide a connection with the new Shafter Ave.
- Benefits: Converts at-grade rail crossing to grade separation, with faster travel times on Shafter Ave.

Increase from Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
4	3	0	0

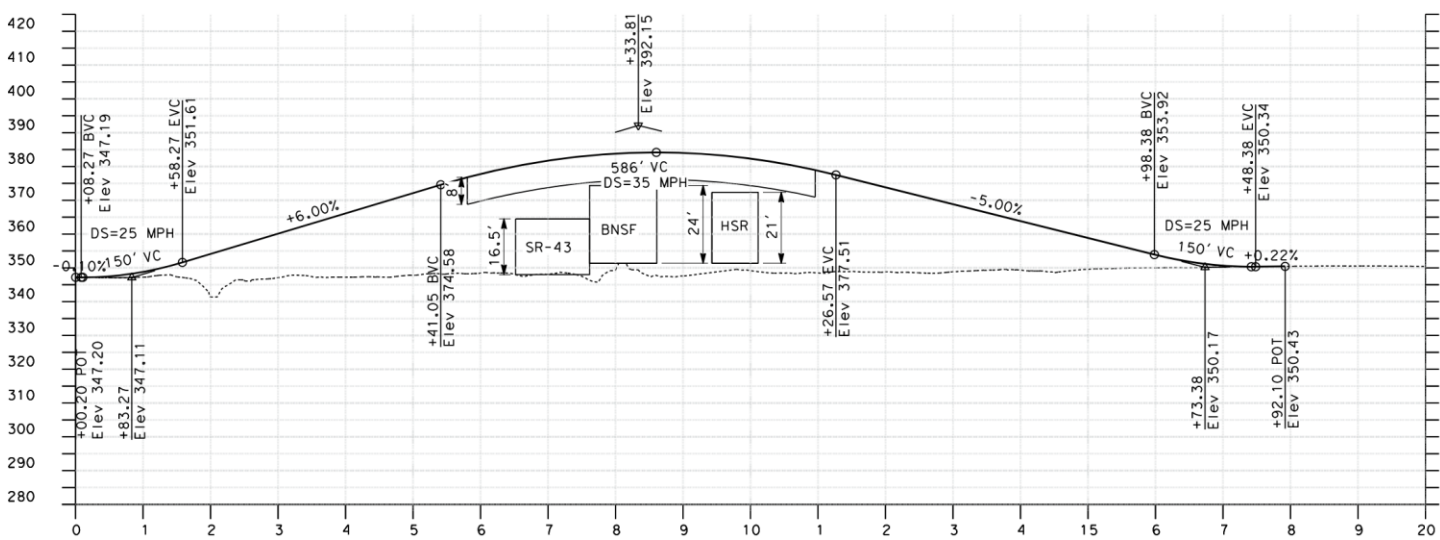


- Alternative S-2 (Figure 3-4) involves realigning Shafter Ave north of the rail corridor via a new overpass, which would go over SR 43, the BNSF rail corridor, and the future HSR rail corridor at roughly a 90-degree angle west of the existing crossing and just north of Tulare Ave. The new overpass would loop back and reduce its elevation to provide a direct connection with SR 43. This will add a new signaled intersection at this connection and will modify the W Tulare Ave and SR 43 intersection to allow three quarters movement. Voth Lane will be realigned to the north and maintain access to SR 43.

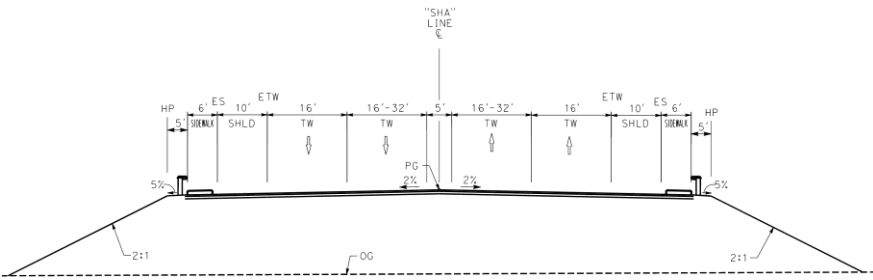
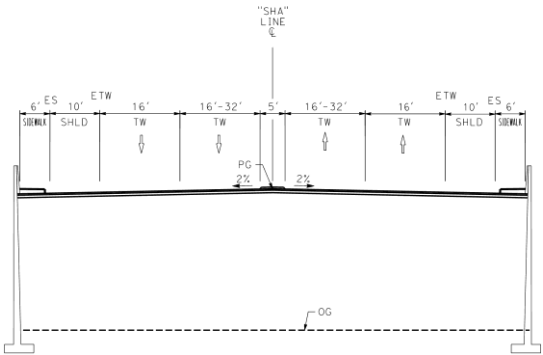
Figure 3-4 Shafter Ave Alternative S-2



Plan View



Profile View



Typical Sections

Notes/Benefits:

- A new Shafter Ave overpass would be located north of the existing Shafter Ave, just north of Tulare Ave.
- Both SR 43 and the BNSF rail corridor would remain at-grade in their current locations.
- The new Shafter Ave overpass would loop back at a reduced elevation to provide a direct connection with SR 43.
- Tulare Ave would be re-aligned on the east side of the rail corridor to provide a connection with the new Shafter Ave.
- Benefits: Converts at-grade rail crossing to grade separation, with fewer impacts during construction.

Increase from Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
2	3	4	1



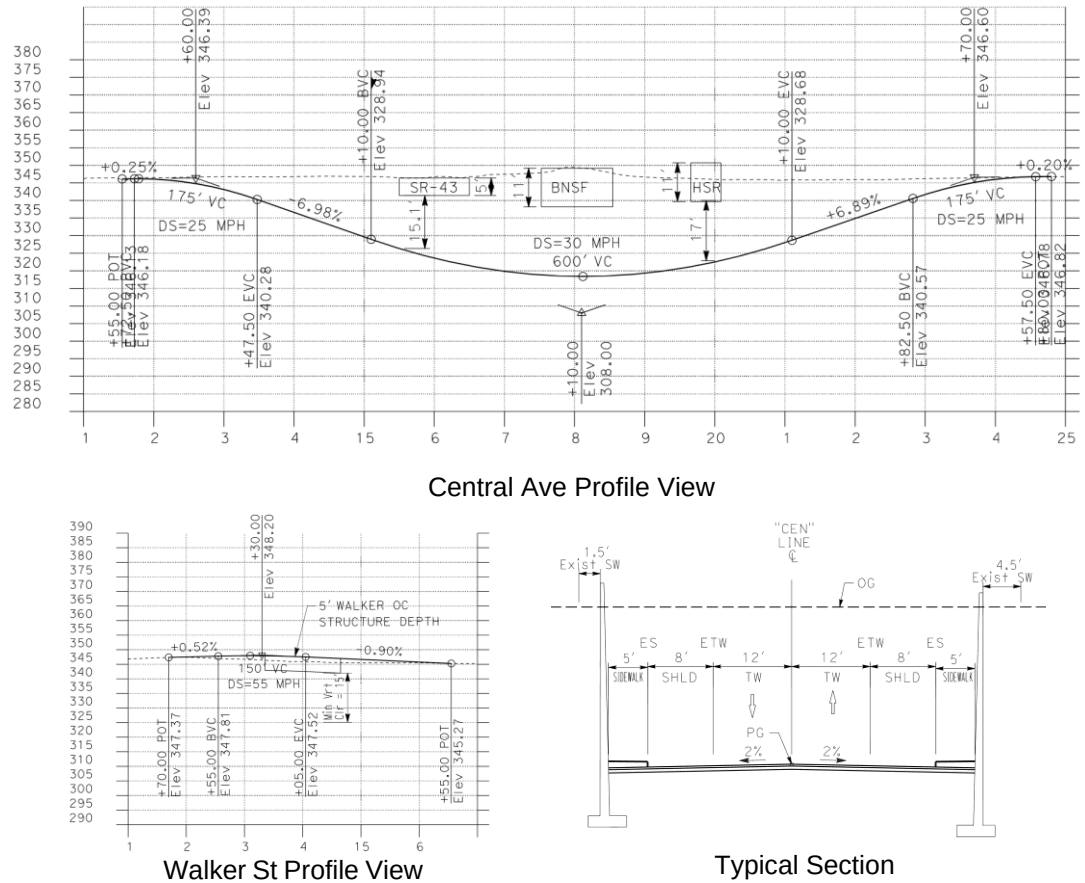
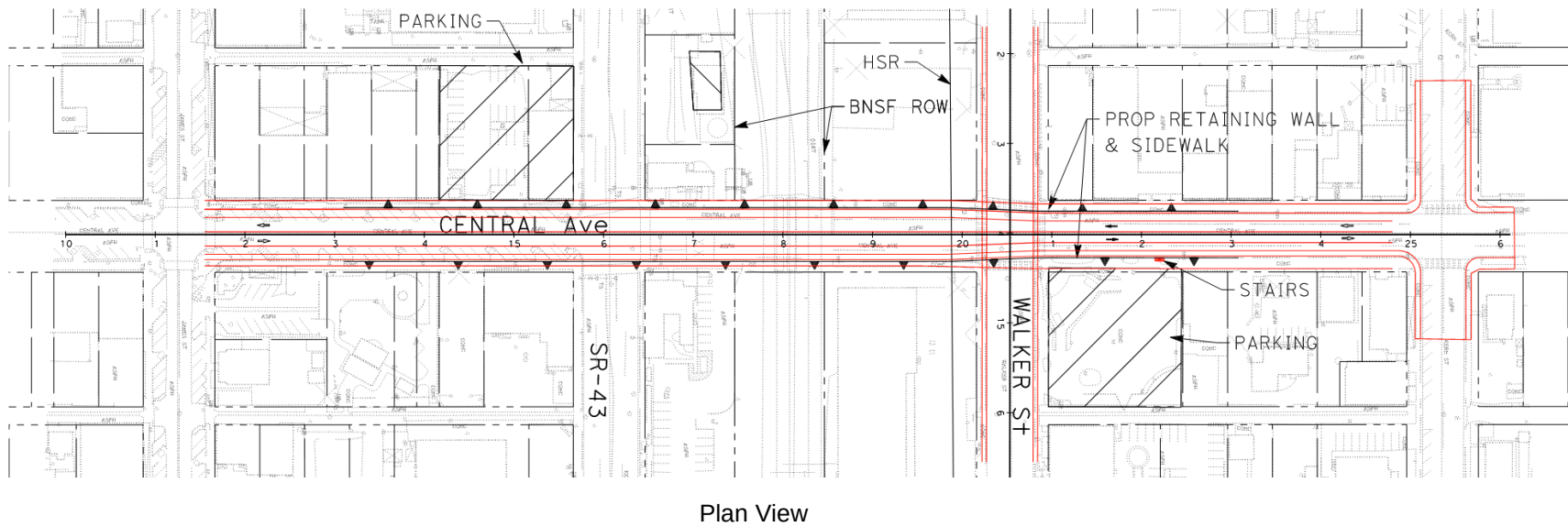
Isometric View

3.1.4 Central Ave

Two representative alternatives are being considered for Central Ave:

- Alternative C-1 (Figure 3-5) consists of implementing a new inline Central Ave underpass going under SR 43, the BNSF rail corridor, and the future HSR rail corridor. Central Ave would no longer provide a direct connection with either SR 43 or Walker St. Loss of street parking would be mitigated by new parking structures to provide pedestrians access to businesses along Central Ave.

Figure 3-5 Central Ave Alternative C-1



Notes/Benefits:

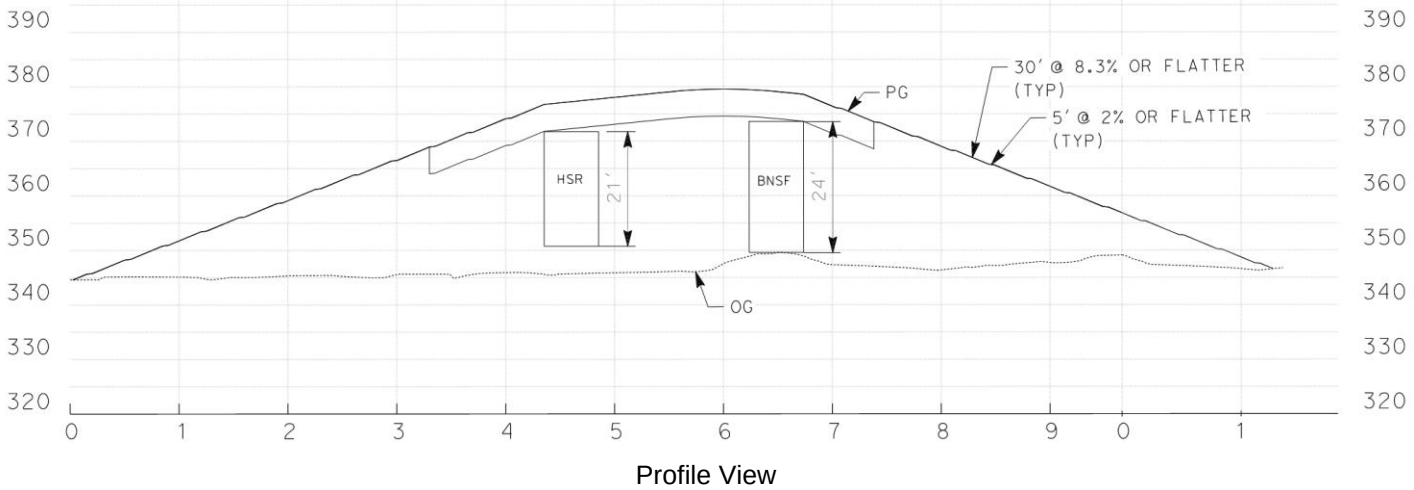
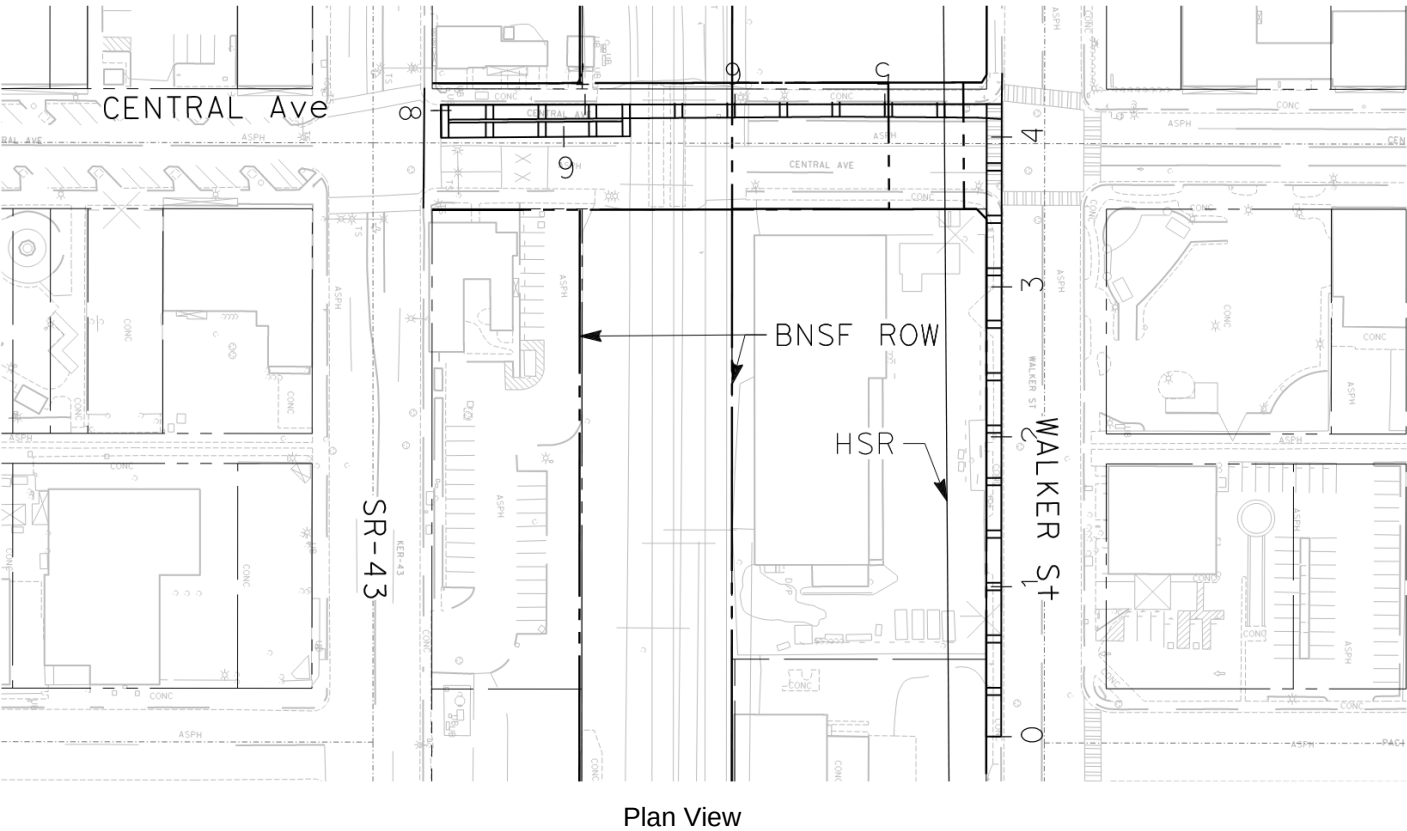
- A new Central Ave underpass would be located inline with the existing Central Ave. Both SR 43 and the BNSF rail corridor would remain at-grade in their current locations.
- Sidewalks will remain at exiting street level to provide walking access to existing businesses. Vehicular access would be discussed with property owners.
- There would be no direct connection between Central Ave and either SR 43 or Walker St.
- The underpass width would be set at the time of construction with limited changes for expansion in the future.
- Benefits: Converts at-grade rail crossing to grade separation in downtown Shafter.

Increase from Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
2	0	0	1



- Alternative C-2 (Figure 3-6) consists of closing Central Ave to vehicles and implementing a new pedestrian overpass going over BNSF rail corridor and the future HSR rail corridor. Central Ave would be closed off to vehicular access between SR 43 and Walker St. The east west connection will be provided by Shafter Ave and Lerdo Hwy via Walker St and SR 43.

Figure 3-6 Central Ave Alternative C-2



Notes/Benefits:

- Central Ave would be closed to vehicles. A new pedestrian overpass would preserve pedestrian access through the rail corridor.
- Both SR 43 and the BNSF rail corridor would remain at-grade in their current locations.
- Central Ave would connect with SR 43 on the west side and Walker St on the east side.
- Benefits: Eliminates at-grade rail crossing with minimal construction activity and no right-of-way impacts.

Increase from Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
0	0	0	0

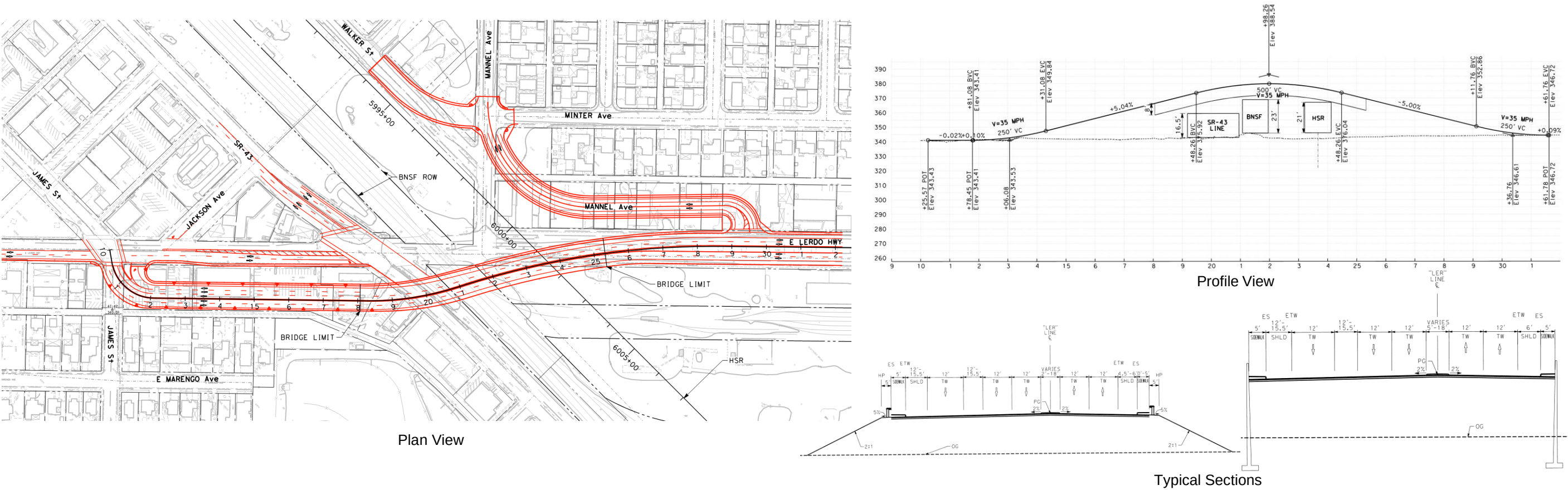


3.1.5 E Lerdo Hwy

Two representative alternatives being considered for E Lerdo Hwy are L-1 and L-2:

- Alternative L-1 (Figure 3-7) involves realigning E Lerdo Hwy to the south and raising E Lerdo Hwy to provide an overpass going over the BNSF and HSR rail corridors. Instead of raising SR 43, the existing E Lerdo Hwy west of the rail corridor would remain open to provide a connection between E Lerdo Hwy and SR 43. Mannel Ave would be realigned to the east to maintain a connection with the new E Lerdo Hwy.

Figure 3-7 E Lerdo Hwy Alternative L-1



Notes/Benefits:

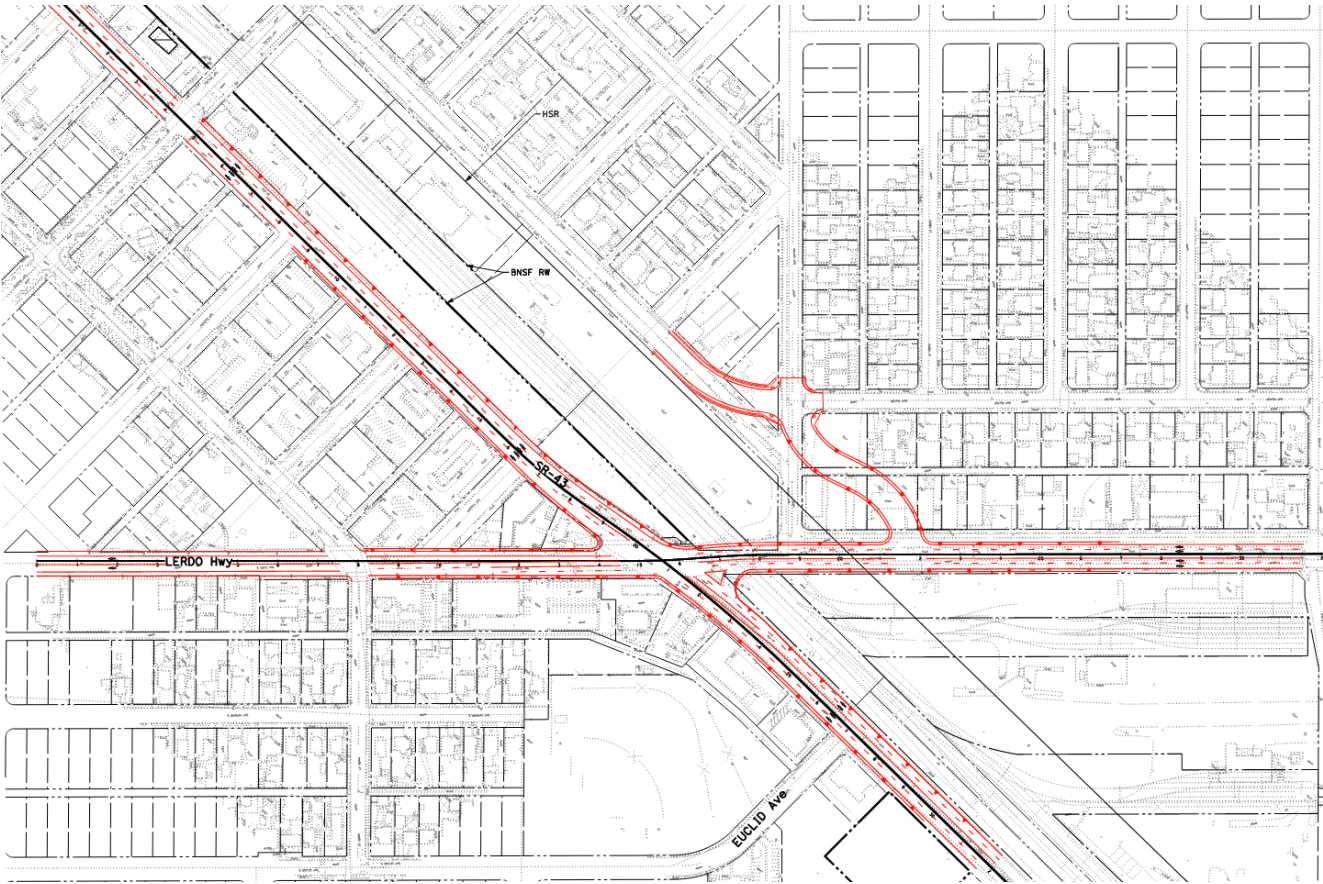
- A new Lerdo Hwy overpass would be located south of the existing Lerdo Hwy at-grade crossing, allowing for construction to progress with limited traffic interruption.
- Both SR 43 and the BNSF rail corridor would remain at-grade in their current locations.
- The existing Lerdo Hwy would remain open on the west side to connect the new Lerdo Hwy with SR 43.
- Mannel Ave would be realigned east of the rail corridor to maintain a connection with Lerdo Hwy.
- Benefits: Converts at-grade rail crossing to grade separation, with faster travel times on Lerdo Hwy.

Increase from Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
12	0	0	0

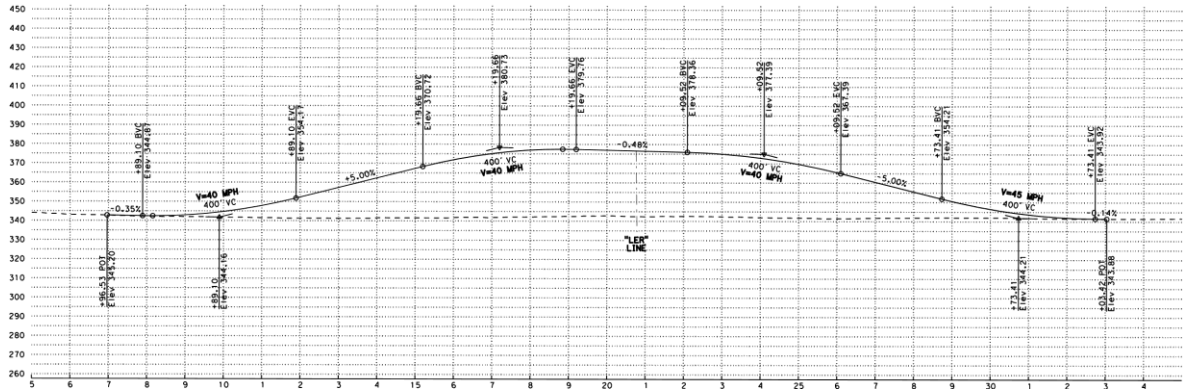


- Alternative L-2 (Figure 3-8) consists of an inline E Lerdo Hwy overpass going over the BNSF and HSR rail corridors. SR 43 would also be raised to maintain a direct connection with E Lerdo Hwy. Mannel Ave would be realigned to the east to maintain a connection with E Lerdo Hwy.

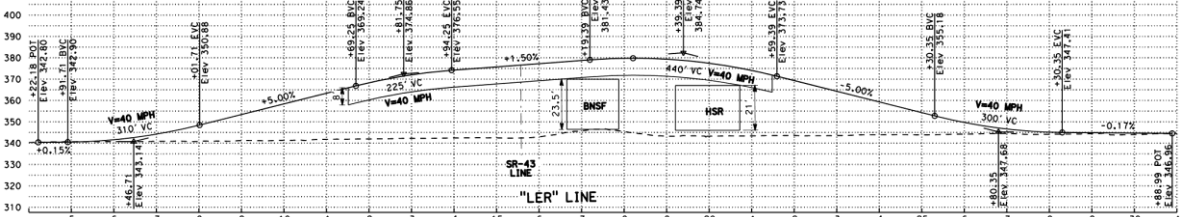
Figure 3-8 E Lerdo Hwy Alternative L-2



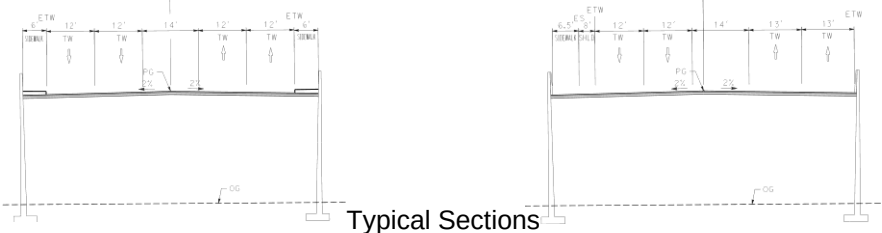
Plan View



SR-43 Profile View



E Lerdo Hwy Profile View



Typical Sections

Notes/Benefits:

- A new Lerdo Hwy overpass would be located inline with the existing Lerdo Hwy.
- SR 43 would be raised as well. The BNSF rail corridor would remain at-grade in its current location.
- Lerdo Hwy would connect directly with SR 43.
- Mannel Ave would be realigned east of the rail corridor to maintain a connection with Lerdo Hwy.
- Benefits: Converts at-grade rail crossing to grade separation, with connectivity between Lerdo Hwy and SR 43.

Increase from Baseline Design in # of Impacts			
Commercial	Residential	Agricultural	Governmental/Public
19	0	1	0



Isometric View

3.1.6 Poplar Ave

In the Grade Separated Variation, Poplar Ave will remain as an overcrossing (OC) bridge structure over the BNSF rail corridor, the new HSR rail corridor and SR 43. In comparison to the Retained Earth Variation, the Poplar Ave bridge will be lowered since the BNSF rail corridor will remain at-grade (instead of being elevated).

3.1.7 E Los Angeles Ave / Beech Ave

The HNTB team evaluated the feasibility of providing a crossing between E Los Angeles Ave and the BNSF and HSR rail corridors based on the revised design which keeps the BNSF and HSR tracks at-grade. Providing a crossing would have a number of challenges. Most notably, neither an OC or an undercrossing (UC) configuration would enable E Los Angeles Ave to tie into the Caltrans SR 43 roundabout at the roundabout's presently designed location. The Authority is open to discussions on how to provide access across the tracks south of the town center.

3.1.8 Riverside St

Riverside St will have an OC bridge structure over the BNSF rail corridor and a separate OC bridge structure over the HSR rail corridor. In comparison to the Retained Earth Variation, the changes are as follows:

- No change to the Riverside St OC bridge structure going over the BNSF rail corridor.
- Riverside St is changed from an UC going under the HSR rail corridor to an OC bridge structure going over the HSR rail corridor.

3.1.9 Cherry Ave

Cherry Ave would change from an UC crossing going under the HSR rail corridor to an OC bridge structure going over the HSR rail corridor.

3.1.10 Driver Rd

Driver Rd remains an UC and will maintain horizontal and vertical clearance that meets design standards.

3.1.11 Zachary Ave

Alternate access at Zachary Ave would be provided north of the new HSR corridor.

3.1.12 Calloway Canal

There is no change to the design of the Calloway Canal crossing.

3.1.13 Zerker Rd

Zerker Rd remains an UC and will maintain horizontal and vertical clearance that meets design standards.

3.1.14 Friant-Kern Canal

The vertical clearance of the HSR bridge over the Friant-Kern canal would be reduced to provide maintenance access for the Friant-Kern Canal.

3.1.15 Verdugo Lane

The Verdugo Lane UC crossing would be realigned to the south connecting from Community Drive in efforts to minimize impacts to future development.

3.2 Evaluation Criteria

The Authority and HNTB considered more than one alternative at the following locations: Shafter Ave, Central Ave, and Lerdo Hwy. At these locations, the Authority and HNTB will work closely with City staff to evaluate the alternatives and determine a recommended alternative.

The proposed criteria for this evaluation process are described below. Criteria have been assigned weights, with 3 being of high importance, 2 being of medium importance, and 1 being of low importance. The Authority and HNTB will work with City staff to refine the evaluation criteria and adjust the weights:

- Safety (criteria weight 3): Provide a safe rail corridor and improve pedestrian and vehicular safety within the center of the City.
- Traffic Impacts (criteria weight 3): Traffic circulation (including anticipated levels of service on roadways and at intersections) and out-of-direction travel.
- Road Impacts (criteria weight 3): Extent of road closures and/or rerouting during construction.
- Right-of-Way Impacts (criteria weight 3): Extent of right-of-way acquisition needed.
- Constructability/Schedule (criteria weight 3): Expected duration of construction and potential constructability challenges.
- Visual Impacts (criteria weight 2): Visual impacts that may be intrusive or obstructive.
- Utility Impacts (criteria weight 2): Impacts to existing utilities.
- Connectivity (criteria weight 2): Integration with existing roadways, including SR 43 and local streets.
- Cost (criteria weight 2): Order-of-magnitude construction cost estimate.
- Drainage (criteria weight 2): Impacts to existing drainage systems.
- Approval Time (criteria weight 2): Duration and risks associated with third party approvals, including Caltrans and BNSF.
- BNSF Impacts (criteria weight 1): Construction impacts to BNSF operations. Includes track monitoring, work windows, and temporary train speed reductions.

4.0 IMPROVEMENT AND MITIGATION PROJECTS

As part of the Retained Fill Variation, the LGA project includes additional improvements on Golds Ave, Cherry Ave, and Los Angeles Ave in the general vicinity of Beech Ave/E Los Angeles Ave. These improvements include:

- Traffic signal at intersection of E Lerdo Hwy and Golds Ave.
- Traffic signal at intersection of E Lerdo Hwy and Cherry Ave.
- Street improvements on Golds Ave between E Lerdo Hwy and Los Angeles Ave (pave roadway, new curb and gutter, median improvements).
- Street improvements on Cherry Ave between Riverside St and E Lerdo Hwy (reconstruct roadway, pave shoulders).
- Street improvements on Los Angeles Ave between Beech Ave and Cherry Ave (repave roadway, pave shoulders).

These additional improvements would also be included in the proposed Grade Separated Variation.

5.0 CONCLUSION

The Authority is asking the Shafter City Council to approve a motion for City staff to work directly with the Authority on further LGA design activities for the Grade Separated Variation. These activities will include advancing the design refinements and grade crossing alternatives described in this report.

5.1 Next Steps

Working in partnership with the City, the Authority and HNTB intend to continue progressing the Grade Separated Variation. City staff will be provided an opportunity to review and comment on design plans for the grade crossing alternatives as they are developed, including: track, roadways, structures, hydrology, utilities, and right-of-way. The Authority will work directly with City staff to determine the recommended grade crossing alternatives at each location.

5.2 Timeline for City Review and Coordination

The Authority would like to initiate regular design coordination meetings with City staff, to discuss design progression and particular technical issues for the Grade Separated Variation as they arise. In addition, the Authority and City staff could work together on community engagement activities within the City to share information and encourage collaborative input from residents, businesses, and community groups. The Authority currently anticipates that 30% design plans in Segments 1 and 2 will be available for City staff to review in Summer 2026.

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to Settlement Agreement (“**First Amendment**”) is entered into on the date of the final signature below (“**Effective Date**”), by and between the State of California acting by and through the California High-Speed Rail Authority (“**HSRA**”), and the City of Shafter, a California municipal corporation (“**City**”, and together with HSRA, the “**Parties**”).

RECITALS

- A. HSR and City are parties to that certain Settlement Agreement dated October 24, 2018 (“**Original Agreement**”). The Original Agreement, as amended by this First Amendment, shall be referred to herein as the “**Agreement**”. Capitalized terms used and not defined in this First Amendment shall have the meanings given to them in the Original Agreement.
- B. The Parties have determined that it would be mutually beneficial to amend the Original Agreement to allow HSRA to pursue a refined design for the HSRA alignment through the City, the technical elements of which are described and depicted in Exhibit 4 to this First Amendment (“**Grade Separated Variation**”), and to address the manner in which the parties will continue cooperating under the Agreement with respect to the Grade Separated Variation.
- C. For the reasons set forth above, the Parties desire to enter into this First Amendment on the terms and subject to the conditions set forth below.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 11.4 of the Original Agreement, the Parties agree to amend the Original Agreement as follows:

- 1. The Recitals are incorporated into the Agreement by this reference.
- 2. **AMENDMENT TO SUPPLEMENT THE ORIGINAL AGREEMENT WITH EXHIBIT 4 TO THE AGREEMENT.**

The Original Agreement is hereby amended and supplemented by the attached **Exhibit 4 “Shafter Roadway Technical Elements for Grade Separated Variation”**, which is incorporated into the Agreement by this reference.

- 3. **AMENDMENT TO SECTION 4.2 OF THE ORIGINAL AGREEMENT.**

Section 4.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“4.2 Engagement of Local Stakeholders: The City agrees to continue to co-sponsor with HSRA meetings on the City’s Retained Fill Variation or the Grade Separated Variation in the City.”

4. AMENDMENT TO SECTIONS 4.3, 4.4, AND 5.5(E) OF THE ORIGINAL AGREEMENT.

Sections 4.3, 4.4 and 5.5(e) of the Original Agreement are hereby amended to insert “or the Grade-Separated Variation” after every mention of the “Retained Fill Variation”.

5. AMENDMENT TO THE FIRST SENTENCE OF SECTION 4.5(A) OF THE ORIGINAL AGREEMENT.

The first sentence of Section 4.5(a) of the Original Agreement is hereby deleted in its entirety and revised to read as follows:

“If HSRA certifies the Supplemental EIR and selects the Retained Fill Variation with the Technical Elements in Exhibit 1, or retains its approval of the Approved FB Project in Shafter with the Technical Elements in Exhibit 2, or selects the Grade Separated Variation, then the City agrees to cooperate and collaborate with the Construction Contractor HSRA selects for its construction of the HSR Project through Shafter.”

6. AMENDMENT TO SECTION 4.8 OF THE ORIGINAL AGREEMENT.

Section 4.8 of the Original Agreement is modified to include the Grade Separated Variation and the Technical Elements in Exhibit 4 as a final alignment design that HSRA may select without disturbing the City waivers under Section 4.8.

7. AMENDMENT TO SECTION 5.5(B) OF THE ORIGINAL AGREEMENT.

Section 5.5(b) is hereby deleted in its entirety and replaced with the following:

“b. If HSRA approves the Retained Fill Variation through the City, it will include Exhibit 1 as required elements in any construction contract and ensure completion of the work as specified therein; and if HSRA approves the Grade Separation Variation through the City, it will include Exhibit 4 as required elements in any construction contract and ensure completion of the work as specified therein.”

8. ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Except to the extent modified by this First Amendment, all other terms and conditions of the Original Agreement are hereby ratified, are in full force and effect, and are incorporated into this First Amendment by this reference. In the event of a conflict between the terms of this First Amendment and the terms of the Original Agreement, the terms of this First Amendment shall control.

9. COUNTERPARTS.

This First Amendment may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, and all of which taken together shall constitute one and the same instrument. Electronic signature pages shall constitute originals; however, without affecting the enforceability of such signatures as originals, each party shall provide original signature pages to the other parties within five (5) business days after execution of this First Amendment.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this First Amendment on the dates set forth below. This First Amendment shall be effective as of the date of the final signature below.

CITY:
City of Shafter,
a California municipal corporation

Signature: _____
Name: _____
Title: _____

Date: _____

AUTHORITY:
State of California,
California High-Speed Rail Authority

Signature: _____
Name: _____
Title: _____

Date: _____

EXHIBIT 4

Shafter Roadway Technical Elements for Grade Separated Variation

Exhibit 4

Shafter Roadway Technical Elements for Grade Separated Variation

I. AREA BETWEEN POPLAR AVENUE AND EAST LOS ANGELES AVENUE

A. Openings in HSR and BNSF Alignments for Street Grade Separations (Both HSR and BNSF):

1. As specified in Section I.A.2 below in more detail and at the locations depicted in Exhibit 4A, construction of a roadway crossing that provides a grade separation between a city street and both the BNSF rail line and the HSR would be provided for each of the following city streets:

- a) Poplar Avenue
- b) Fresno Avenue
- c) Shafter Avenue
- d) Central Avenue
- e) East Lerdo Highway

Any future modifications by the City or other non-HSRA entity necessary to widen or improve these grade separations will not be an HSRA expense or obligation.

2. Narrative description of before/after condition

- a) Poplar Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction, which crosses the BNSF rail line tracks and SR 43 at grade and has access between it and Madera Avenue and SR 43. With implementation of a grade separation, BNSF and SR 43 would remain at grade in their current locations and HSR would be constructed to the east of BNSF. Poplar Avenue would be raised to pass over HSR, BNSF, and SR 43 on a two-lane bridge structure consistent with paragraph I.A.2.f.1 below. Overcrossing would be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing structure such that it could be utilized as a four-lane arterial with a 55 mph design speed.
- b) Fresno Avenue is currently an at-grade, two-lane, paved city street travelling in an east/west direction, which crosses the existing BNSF rail line tracks and SR 43 at grade. With implementation of a grade separation, Fresno Avenue would be realigned to the south and become an elevated two-lane, paved city street, with HSR and BNSF passing under Fresno Avenue consistent with paragraph

I.A.2.f.2 below. Overcrossing would be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing structure such that it could be utilized as a four-lane arterial.

- c) Shafter Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction, which crosses the BNSF rail line tracks and SR 43 at grade. With implementation of a grade separation, Shafter Avenue would be realigned to the north and become an elevated two-lane paved city street with HSR and BNSF passing under Shafter Avenue, consistent with paragraph I.A.2.f.3 below. Overcrossing would be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing structure such that it could be utilized as a four-lane arterial.
- d) Central Avenue is currently an at-grade, two-lane, paved city street, which crosses the BNSF rail line tracks at grade and intersects with SR 43 and Walker Street. With implementation of a grade separation, Central Avenue would become a depressed two-lane paved city street with HSR and BNSF passing over Central Ave, and without direct access to SR 43 or Walker Street.
- e) East Lerdo Highway is currently an at-grade, four-lane, paved city street, which crosses the BNSF rail line tracks and SR 43 at grade. With implementation of a grade separation, East Lerdo Highway would become an elevated four-lane paved city street with HSR and BNSF passing under East Lerdo Highway consistent with paragraph I.A.2.f.4 below.
- f) Additional requirements:
 - (1) The grade separation for Poplar Avenue will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access to SR 43 with auxiliary or existing street.
 - (2) The grade separation for Fresno Avenue will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access between Fresno Avenue and Mettler Avenue; and (ii) access to SR 43 with auxiliary or existing streets.
 - (3) The grade separation for Shafter Avenue will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access between Shafter Avenue and East Tulare Avenue and Walker Street; (ii) access

between West Tulare Avenue and either Shafter Avenue or SR 43; and (iii) access between Shafter Avenue and SR 43 via direct access, auxiliary streets, or existing streets.

(4) The grade separation for East Lerdo Highway will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access between Mannel Avenue and Walker Street; (ii) access between East Lerdo Highway and Mannel Avenue; and (iii) access between East Lerdo Highway and SR 43 via direct access, auxiliary streets, or existing streets.

B. Road Closure at East Los Angeles/Beech:

1. As specified in Section I.B.2 below in more detail, East Los Angeles Avenue/Beech Avenue as it crosses the BNSF rail line and SR 43 will be closed as part of the upcoming Caltrans roundabout project along SR 43. With the HSRA project, Beech Avenue and East Los Angeles Avenue will be connected on the east side of the BNSF rail line to allow continued traffic flow between Beech Avenue and East Los Angeles Avenue on each side of, but not across, the rail lines and SR 43.

2. Narrative description of before/after condition: East Los Angeles Avenue is currently an at-grade, two-lane, paved city street travelling in an east/west direction. Beech Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction. East Los Angeles Avenue and Beech Avenue merge into one street as they cross the BNSF rail line and SR 43 at grade, in a perpendicular fashion. After the closure, the BNSF rail line and SR 43 would remain at grade in their current location with the HSR alignment constructed on the east side of the BNSF rail line. East Los Angeles Avenue will be connected to Beech Avenue on each side of, but not across, the HSR/BNSF/SR 43 corridor.

3. Additional Improvements: The following improvements to streets and intersections in the vicinity of the closure of East Los Angeles Avenue/Beech Avenue will be implemented:

(i) Traffic Signal at intersection of E. Lerdo Highway & Golds Avenue

(ii) Traffic Signal at intersection of E. Lerdo Highway and Cherry Avenue

(iii) Street improvements on Golds Avenue between E. Lerdo Highway and Los Angeles Avenue, defined as follows:

a. Existing Conditions

i. From Los Angeles Avenue to Ash Avenue, 1334 feet: 40 foot paved roadway with curbs.

ii. From Ash Avenue to Lerdo Hwy, 1326 feet:

unpaved farm road.

b. Proposed Improvements

i. From Los Angeles Avenue to Ash Avenue, 1334 feet.

- 1) Demolish and remove east side curb and gutter.
- 2) Construct new curb and gutter on the east side 52' east of the west curb and gutter.
- 3) Construct street improvements between existing street improvements and new curb and gutter. Road section shall be 0.40' HMA over 0.80' Class 2 AB.
- 4) No work beyond the curbs, assuming a 6:1 grade transition from new curb to existing grade.

ii. From Ash Avenue to Lerdo Hwy, 1326 feet.

- 1) Construct 50' paved road with curb and gutter on the west side only. Road section shall be 0.40' HMA over 0.80' Class 2 AB.
- 2) Construct median improvements for 150' left turn pocket from Lerdo Hwy to Golds Avenue.
- 3) No work beyond the curbs, assuming a 6:1 grade transition from new curb to existing grade.
- 4) Traffic signal improvement at E. Lerdo Highway includes median curb for left turn.

(iv) Street improvements on Cherry Avenue between Riverside Street and E. Lerdo Highway, 5320 feet, defined as follows:

a. Existing Conditions: 24 foot wide roadway, no curbs.

b. Proposed Improvements

- i. Full depth (6" HMA over 12" Class 2 AB) roadway reconstruction of the paved areas from edge of pavement to edge of pavement (24 foot width).
- ii. Add 4' paved shoulders to both sides. Shoulders can be 0.25' HMA over native shoulder materials.
- iii. No curbs added.
- iv. 6:1 grade transition from new edge of

pavement (shoulder) to existing grade.

(v) Street improvement on Los Angeles Avenue between Beech and Cherry Avenue, defined as follows:

a. Existing Conditions

- i. Curb/sidewalk on the north side only approximately 1,000 east of Beech. Pavement width varies from 33 feet to 44 feet.
- ii. Curb on north side up to Golds Avenue (approx. 1,600 feet). Pavement width varies from 34 feet to 36 feet.
- iii. No curb or sidewalk from Golds to Cherry (approx. 2,600 feet). Pavement width 24 feet.

b. Proposed Improvements

- i. Between Beech and Golds Avenue (2,600 feet)
 - 1) Remove all paving within 13' of the road centerline and replace with 0.40' HMA over 0.80' Class 2 AB.
 - 2) Add 4' paved shoulder to south side of Los Angeles Avenue. Shoulders can be 0.25' HMA over native shoulder materials.
 - 3) No curb and gutter on south side.
 - 4) 6:1 grade transition from new edge of pavement (shoulder) to existing grade.
- ii. Between Golds Avenue and Cherry Avenue (2,600 feet).
 - 1) Remove all paving and replace with 0.40' HMA over 0.80' Class 2 AB (24 foot width).
 - 2) Add 4' paved shoulders to both sides. Shoulders can be 0.25' HMA over native shoulder materials.
 - 3) No curb and gutter added.
 - 4) 6:1 grade transition from new edge of pavement (shoulder) to existing grade.

II. AREA SOUTH AND EAST OF EAST LOS ANGELES AVENUE:

A. Openings in HSR Alignment for Street Grade Separation (HSR only):

1. As specified in Section II.A.3 below in more detail and at the locations depicted in Exhibit 1A, construction of a grade separation between a road and the HSR alignment. Each location will be provided an under crossing or an over crossing for the following roads:
 - a) Riverside Street
 - b) Cherry Avenue
 - c) Driver Road
 - d) Zerker Road
2. Construction of an opening in the HSR alignment for Verdugo Lane will be located south of its currently location in coordination with the City, and at a minimum consist of a 16- foot by 30-foot box culvert farm crossing.
3. Narrative description of before/after condition:
 - a) Riverside Street and Cherry Avenue are existing, at-grade, two-lane, roads travelling in an east/west or north/south direction. With implementation of a grade separation, Riverside Street and Cherry Avenue would be raised to pass over HSR on a two-lane bridge structure. Overcrossing would be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing structure such that it could be utilized as a four-lane arterial with a 55 mph design speed.
 - b) Driver Road and Zerker Road are existing, at-grade, two-lane, roads travelling in a north/south direction. With implementation of a grade separation, HSR would be constructed with an opening width sufficient to allow Driver Road and Zerker Road to pass through in their existing states and sufficient to allow the City or other non-HSRA entity in the future to improve and widen each to the City's standard 110- foot arterial street.
 - c) Verdugo Lane is an existing, two-lane road. With HSRA's project, HSR would construct (as a minimum) a 16 foot by 30 foot opening, such as a box culvert, sufficient to allow Verdugo Lane to pass through at a location south of its current position and connecting with Verdugo Lane to the north.
 - d) Any future modifications by the City or other non-HSRA entity widen, improve or modify Riverside Street, Cherry Avenue, Driver Road, Zerker Road or Verdugo Lane will not be an HSRA expense or obligation.

B. Zachary Avenue

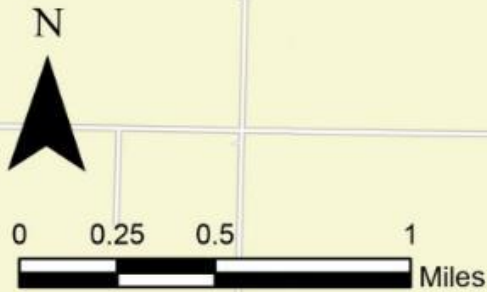
- a) Zachary Avenue is an existing, at-grade, two-lane road

travelling in a north/south direction. Zachary Avenue will be closed north of the intersection with Burbank Street, with alternate access provided north of the HSR corridor.

III. APPLICATION OF HIGH-SPEED RAIL DESIGN STANDARDS: All grade separation elements described above in sections I and II, shall be constructed consistent with HSRA's High-Speed Rail Design Criteria Manual current at the time of construction. All street and intersection improvements shall be constructed consistent with City of Shafter standards applicable at the time of design.



Segment	Start Stationing	End Stationing	Nearest Crossing
Segment 1	5885+00	6095+00	Merced Ave to Riverside St



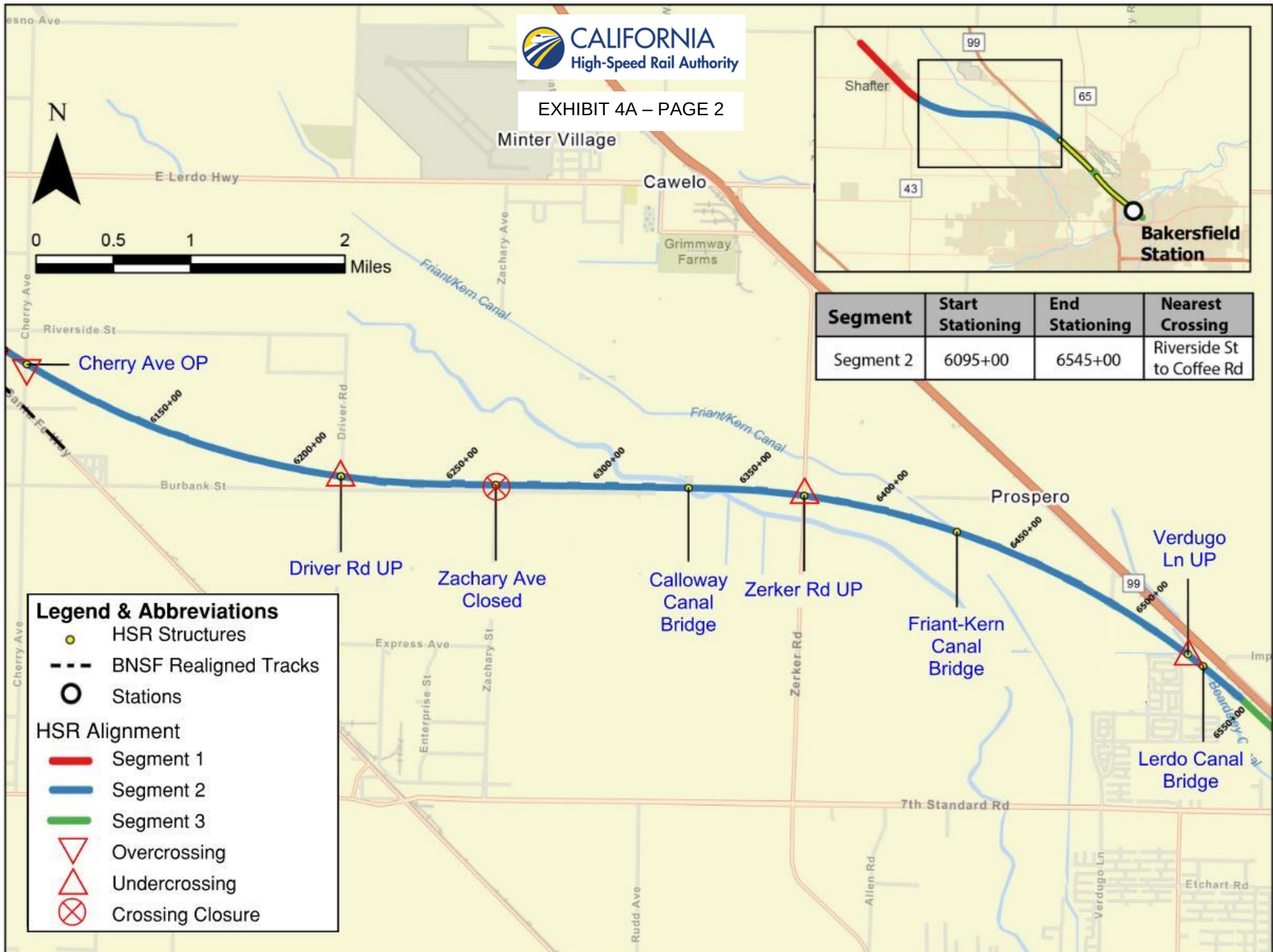
Legend & Abbreviations

- HSR Structures
- - - BNSF Realigned Tracks
- Stations

HSR Alignment

- Red line: Segment 1
- Blue line: Segment 2
- Green line: Segment 3
- Red inverted triangle: Overcrossing
- Red triangle: Undercrossing
- Red circle with X: Crossing Closure





SETTLEMENT AGREEMENT

24 This Settlement Agreement (“Agreement”) is made and entered into as of October 24, 2018 (“Effective Date”) by and between Petitioner/Plaintiff CITY OF SHAFTER, a California municipal corporation and Charter City (the “City” or “Shafter”) and Respondent/Defendant CALIFORNIA HIGH-SPEED RAIL AUTHORITY (“HSRA”). The City and HSRA are collectively referred to as the “Parties” and sometimes individually referred to as a “Party.”

This Agreement memorializes the understanding of the Parties and is entered into by the Parties to fully resolve the following pending matter: *City of Shafter v. California High-Speed Rail Authority* (Sacramento County Superior Court Case No. 34-2014-80001908) (filed June 6, 2014) (the “Shafter Lawsuit”).

RECITALS

A. HSRA is in the process of developing the approximately 114-mile Fresno to Bakersfield Section (“Section”) of the proposed approximately 800-mile project known as the California High-Speed Rail project (“HSR Project”).

B. On May 7, 2014, HSRA certified the Fresno to Bakersfield Section Final Environmental Impact Report/Environmental Impact Statement (“May 2014 FEIR/S”) pursuant to the California Environmental Quality Act (Public Resources Code § 21000 et seq.) (“CEQA”) by adopting Resolution HSRA 14-09, which certified the May 2014 FEIR/S analysis of the facilities and an alignment from a Fresno HSR Station to a Bakersfield HSR Station at Truxtun Avenue, known as the “Preferred Alternative.” The same day, HSRA also approved the Preferred Alternative for construction and operation for the Section from the Fresno HSR station to 7th Standard Road in Kern County (the “Approved FB Project”), and adopted CEQA Findings of Fact and a Statement of Overriding Considerations (collectively, the “CEQA Findings”), and a Mitigation Monitoring and Reporting Program by adopting Resolution HSRA 14-10 (the two resolutions hereinafter collectively referred to as the “Approvals”). In Resolution HSRA 14-10, HSRA reserved the decisions on an alignment and facilities south of 7th Standard Road to a future date. The Approved FB Project includes an elevated viaduct within the City of Shafter, as described in the May 2014 FEIR/S.

C. The City participated in the administrative process leading to the Approvals.

D. On May 8, 2014, HSRA filed a CEQA Notice of Determination with the State Clearinghouse in the Governor’s Office of Planning and Research.

E. On June 6, 2014, the City filed the Shafter Lawsuit, which consists of a Verified Petition for Writ of Mandate and Complaint for Public Nuisance and Declaratory Relief (“Petition”) challenging the Approvals under CEQA and related causes of action. The City considers the Approved FB Project through the City of Shafter unacceptable, alleging it would cause significant unmitigated impacts to Shafter such as operational noise impacts, impacts to existing public utility lines, and interference with the City’s plans to construct grade separations within Shafter where rail lines cross principal arterials and arterial highways; this position is expressed solely by the City and is not a position held by HSRA.

F. Six other sets of petitioners also challenged the Approvals in June 2014 (Sacramento County Superior Court Case Nos. 34-2014-80001859; 34-2014-80001861; 34-2014-80001863; 34-2014-80001864; 34-2014-80001865; and 34-2014-80001866) (the “Related Lawsuits”), some of which have settled. The City of Bakersfield, petitioner/plaintiff in one of the Related Lawsuits, has entered into a stipulated judgment with HSRA, dismissing its lawsuit under the terms of a settlement agreement dated December 19, 2014 (the “Bakersfield Settlement Agreement.”) Pursuant to the Bakersfield Settlement Agreement, the HSRA has commenced work on a supplemental environmental document to study a high-speed train alignment between Poplar Avenue in Shafter and Bakersfield (the “Supplemental EIR/EIS”).

G. On June 27, 2014, the Federal Railroad Administration (“FRA”) issued a Record of Decision (“ROD”) under the National Environmental Policy Act (“NEPA”) approving the entire length of the Preferred Alternative. By decision dated August 11, 2014, the federal Surface Transportation Board (“STB”) granted authorization to HSRA to construct the Preferred Alternative identified in FRA’s ROD.

H. On December 12, 2014, the STB issued a Declaratory Order (“STB Order”) in response to a Petition for Declaratory Order filed by HSRA on October 9, 2014. The STB Order determined that CEQA is preempted by 49 U.S.C. § 10501(b) of the Interstate Commerce Commission Termination Act. HSRA asserted that the STB Order deprived the Sacramento Superior Court of jurisdiction over the CEQA and related causes of action in the Shafter Lawsuit, as well as in the Related Lawsuits. The City disagreed with HSRA’s assertion concerning the effect of the STB Order.

I. On May 15, 2015, the Sacramento Superior Court entered a stay in the Shafter Lawsuit, as well as entered a stay in the four other then-pending Related Lawsuits (Sacramento County Superior Court Case Nos. 34-2014-80001861; 34-2014-80001863; 34-2014-80001864; and 34-2014-80001865), which ended automatically on July 27, 2017.

J. HSRA has communicated with the City to keep it informed of the development of the high-speed rail alignment studied in the Supplemental EIR/EIS as

anticipated in the Bakersfield Settlement Agreement. On May 10, 2016, HSRA adopted resolution HSRA 16-13, concurring with a staff recommendation to designate a refined locally generated alternative that staff developed with the City of Bakersfield as the preferred alternative in the Supplemental EIR/EIS. Through Resolution HSRA 16-13, HSRA directed staff to continue to collaborate with the City to seek a reasonable resolution to its concerns about high-speed rail within its jurisdiction.

K. The City has identified a design variation between Poplar Avenue and Los Angeles Avenue in the same location as the Approved FB Project, but placed on retained fill (the “Retained Fill Variation”) with certain streets grade separated from both high-speed rail and the adjacent BNSF rail line, and certain streets closed. The City prefers the Retained Fill Variation to the Approved FB Project and acknowledges that the Retained Fill Variation may have impacts that differ from the Approved FB Project in Shafter, including impacts on different property owners. The City further acknowledges that permission from the BNSF Railway would be required before the Retained Fill Variation could be constructed.

L. The City and HSRA have cooperated to develop technical elements of the Retained Fill Variation, including but not limited to, grade separation elements (together, the “Technical Elements”) and have held technical working groups to further the design.

M. The City and HSRA have cooperated in hosting a community open house on September 17, 2015, regarding the Supplemental EIR/EIS on the Bakersfield locally generated alternative, and a public workshop on the Retained Fill Variation on August 25, 2016, in Shafter, to provide an opportunity for local public engagement regarding the Retained Fill Variation, and associated impacts and mitigation. The public workshop included visual simulations of the Retained Fill Variation that were presented to facilitate public input. The City and HSRA have also met with BNSF Railway on December 5, 2016, in San Bernardino to discuss the Retained Fill Variation, where BNSF Railway was supportive of the Retained Fill Variation concept.

N. The City and HSRA have cooperated in incorporating the Technical Elements into the Supplemental EIR/EIS by providing technical feedback and information.

O. HSRA has worked with its federal partners, including the FRA, the Army Corps of Engineers (“USACOE”), the Environmental Protection Agency (“USEPA”), and the STB and obtained their agreement with including the Retained Fill Variation in the Supplemental EIR/EIS.

P. In May 2017, HSRA obtained the concurrence of the USACOE and the USEPA that the City’s Retained Fill Variation combined with the City of Bakersfield’s Refined LGA is the preliminary “least environmentally damaging practicable alternative” for purposes of complying with Clean Water Act section 404. The Draft Supplemental

EIR/EIS was released for a 60-day comment period on November 9, 2017, and evaluated the impacts of and identified the Retained Fill Variation as the preferred alternative in Shafter. The Draft Supplemental EIR/EIS chapter 2 provides a general description of the Retained Fill Variation in Shafter as part of the description of the Locally Generated Alternative in section 2.4. On December 19, 2017, the HSRA and FRA held a public hearing in Bakersfield to receive verbal and written comments on the Draft Supplemental EIR/EIS.

Q. The City has asserted and, in the absence of settlement pursuant to this Agreement would continue to assert, that: (1) in adopting the Approvals HSRA violated CEQA as set forth in the Petition; and (2) imminent construction and operation of the Approved FB Project within the City's limits is a public nuisance.

R. HSRA asserts that the Approvals were adopted in full compliance with all applicable laws and regulations, and construction and operation of the Approved FB Project within the City's limits is not a public nuisance.

S. The Parties have engaged in productive, good faith settlement discussions and now wish to finally resolve the Shafter Lawsuit, without further proceedings, according to the terms described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and/or covenants contained in this Agreement and any other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, promise, and covenant as follows:

1. Recitals and Definitions Incorporated. Each recital and definition set forth above is incorporated herein by reference and is made part of this Agreement.

2. No Admissions. All Parties understand and agree that nothing in this Agreement, or in the execution of this Agreement, shall constitute or be construed as (i) an admission of error or wrongdoing by any Party or of any inadequacy or impropriety in connection with HSRA's certification of the May 2014 FEIR/S (including, but not limited to, any inadequacy in analysis of the Approved FB Project or the range of alternatives in the Section or any part thereof) and approval of the Approved FB Project, or (ii) an admission or waiver of any preemption argument available to HSRA for the Section, Approvals, Shafter Lawsuit, Related Lawsuits, or the HSR Project.

3. Dismissal of Petition with Prejudice. Within ten (10) days after the "Effective Date", the City shall execute, file, and serve a dismissal of the Shafter Lawsuit in its entirety with prejudice (the "Dismissal"). In defense of any future lawsuit not otherwise precluded

by this Agreement, HSRA agrees to waive any affirmative defenses based on the City's Dismissal of the Shafter Lawsuit. The Dismissal shall be in the exact form (except the addition of a signature by someone representing the City with requisite authority) as Judicial Council Form CIV-110, which form is acceptable to the Parties.

4. The City's Obligations Under This Settlement Agreement.

4.1. Continued Cooperation on the Retained Fill Variation: HSRA has identified the Retained Fill Variation as the preferred alternative in Shafter in the Draft Supplemental EIR/EIS, and the City agrees that it will continue to cooperate with HSRA on the Retained Fill Variation during the remaining review process for the Supplemental EIR/EIS. Further description of the Technical Elements of the Retained Fill Variation are included in Exhibit 1 to this Agreement.

4.2 Engagement of Local Stakeholders: The City agrees to continue to co-sponsor with HSRA meetings on the City's Retained Fill Variation, as appropriate.

4.3 Support HSRA's Continued Development of Environmental Document: The City agrees to continue to work in partnership with the HSRA during the processes outlined in Section 5.2 in the development of any appropriate or necessary additional preliminary engineering and environmental analysis and permitting applications in at least the following ways:

a. Upon reasonable notice, provide no-cost access to City-owned properties in the City for purposes of any further preliminary engineering and environmental analysis (including surface and subsurface testing) of the Retained Fill Variation in the City.

b. Upon request from HSRA, use best efforts to facilitate access to non-City owned properties in its jurisdiction for the same purposes as in Section 4.3.a. Best efforts shall include City representatives joining HSRA representatives in meetings with business and residential property owners about the Retained Fill Variation. Upon City's request, HSRA shall provide the City with a reasonable number of copies of existing and already publicly available technical drawings, renderings, and/or animations. As set forth in Section 5.5(e), HSRA will require any design/build construction contractor ("Construction Contractor") to provide City with reasonable copies of at least three new technical drawings, renderings, and/or animations to be determined at the City's discretion, conveying to the public the issues and benefits of the Retained Fill Variation, to be used by City representatives in public meetings with HSRA representatives, as well as additional local public meetings.

c. Upon request from HSRA, use best efforts to provide HSRA with technical information related to City issues about the Retained Fill Variation including, but

not limited to, transportation facilities, public utilities (e.g., dry, wet, energy, telecommunications), private utilities (e.g., dry, wet, energy, telecommunications), historic and cultural resources, public park lands and facilities, public and institutional properties and buildings, hazardous materials storage or contamination sites (e.g., fuels, solvents, solid or liquid waste), energy facilities (e.g., oil wells and related elements), geospatial data, and property ownership data/mapping.

d. Upon request from HSRA, use best efforts to identify, communicate, and collaborate with transportation, transit, business, commercial, historical, community, or other stakeholders within the City to support timely and productive gathering of technical information regarding the Retained Fill Variation (e.g., Class 1 railroads, transit agencies or providers, historical preservation societies, school districts, and business improvement districts).

4.4 Communication With State and Federal Agencies: During the continued development, evaluation, and consideration of the Retained Fill Variation in Shafter, the City will communicate its support for a Retained Fill Variation directly to the FRA, USACOE, California Department of Fish and Wildlife, USEPA, the STB and any other state and federal agencies who might have permitting or approval authority over some or all of the Retained Fill Variation, at the request of HSRA. The City recognizes and acknowledges that any alignment alternative to the Approved FB Project through the City may require approval and/or acquiescence by those agencies and other agencies (potentially such as those listed above), over which HSRA has no control, before it can be constructed.

4.5 Collaboration with HSRA Construction Contractor and Acknowledgment of HSRA's Sole Discretion Over Final Design:

a) If HSRA certifies the Supplemental EIR and selects the Retained Fill Variation with the Technical Elements in Exhibit 1, or retains its approval of the Approved FB Project in Shafter, with the Technical Elements in Exhibit 2, the City agrees to cooperate and collaborate with the Construction Contractor HSRA selects for its construction of the HSR Project through Shafter. For purposes of this section 4.5, the City's obligations to cooperate and collaborate with the Construction Contractor is defined as using best efforts to timely and in good faith negotiate a reimbursement agreement with the Construction Contractor as further identified in section 5.7(c).

b) City acknowledges that both the Retained Fill Variation and the Approved FB Project in Shafter are currently at a preliminary level of design, and that the design of either the Retained Fill Variation or the Approved FB Project in Shafter will be refined by HSRA and/or HSRA's selected Construction Contractor as the design evolves from preliminary to final design. City further acknowledges that HSRA retains sole discretion

over the final design of the HSR in Shafter except as limited by paragraphs 5.5(b) and 5.5(c), as applicable.

4.6 Relocation of City Facilities and Utilities: If HSRA approves an alignment that triggers paragraph 5.5(b) or 5.5(c), the City agrees to allow HSRA to relocate utilities and facilities owned by the City (e.g., water, lights, traffic signals) to locations owned by the City, and to conduct road closures and/or road relocations as necessary for construction of the HSR alignment (collectively, the “Relocations”) without the need for payment for or condemnation of City property by HSRA, provided that the Relocations are accomplished utilizing industry standard engineering practices, such that (i) the City-owned utilities and facilities function in a materially equivalent manner as prior to the Relocations, as reasonably determined by the City Engineer and subject to HSRA’s evaluation of whether the Relocation has effectuated a betterment, (ii) the design of the facilities and utilities associated with the Relocations meets the City’s published (or, if not published, established) design standards in place on the Effective Date and subject to HSRA’s evaluation of whether the Relocation has effectuated a betterment, and (iii) the City bears no cost associated with the Relocations. If Relocations must be placed outside of City property, easements or right of way, HSRA shall be responsible, at its cost, for securing such property, easements or right of way; the City agrees to accept from HSRA conveyance of such interest after HSRA acquires it. HSRA shall not, in its acquisition of property, create remnant parcels that will result in maintenance obligations for the City and/or property owners absent consent from the affected party. HSRA will design and implement the Relocations to ensure that non-redundant utilities serving the City will be operational at all times during all construction. Subject to the reimbursement agreement as identified in Section 5.7, the City will work in good faith with HSRA and/or its contractor to prepare the necessary agreements and/or memoranda of understanding to implement the Relocations and to execute such documentation within one (1) year of being requested in writing to do so by HSRA.

4.7 Facilitate Relocation of Local Businesses: The City agrees to use best efforts to expedite City permits and approvals that may be necessary for businesses located in the City that may be displaced by the HSR Project to relocate within the City.

4.8 Waivers:

a. North of Poplar Avenue, the City agrees that it will not formally or informally seek to enjoin, prohibit, interfere with funding for, or stop that portion of the HSR Project, including without limitation its federal and state environmental review and permits, siting of ancillary facilities (including but not limited to any Heavy Maintenance Facility), construction, or operation in any administrative or judicial forum or proceeding of any kind at any time against any entity. The City further agrees that, in any administrative or judicial forum or proceeding related to any portion of the HSR Project, if injunction, prohibition or stoppage of any portion of construction, operation or funding for

the Approved FB Project that is north of Poplar Avenue in Shafter is possible notwithstanding the City not affirmatively so seeking, the City will expressly state that its sought relief does not include anything related to the Approved FB Project north of Poplar Avenue.

b. The City agrees that it will not file a NEPA challenge to the May 2014 Final Environmental Impact Statement for the Fresno to Bakersfield Section.

c. Following certification of the Supplemental EIR, if HSRA approves the Retained Fill Variation through Shafter with the Technical Elements in Exhibit 1, or maintains the Approved FB Project through Shafter but includes the Technical Elements in Exhibit 2, the City agrees that it will not challenge such HSRA certification and will not challenge either an approval of the Retained Fill Variation as analyzed in the Supplemental EIR/EIS or a decision to maintain the Approved FB Project (with the Exhibit 2 elements added) through Shafter. Subject to the requirements of this Section 4.8, the City further agrees that it will not formally or informally seek to enjoin, prohibit, interfere with funding for, or stop any portion of the HSR Project, including without limitation, its federal and state environmental review and permits, siting of ancillary facilities (including but not limited to any Heavy Maintenance Facility), construction or operation that is south of Poplar Avenue in any administrative or judicial forum or proceeding of any kind at any time against any entity.

d. If the final alignment design that HSRA proposes to construct through the City is materially different than the Retained Fill Variation as analyzed in the Supplemental EIR/EIS, or includes materially different Technical Elements (as defined in Exhibit 1 of this Agreement), or is materially different than the Approved FB Project (with the Technical Elements required in Exhibit 2 of this Agreement), the City will not be subject to the waiver provisions in this Section 4.8.

e. The foregoing waiver does not apply to any protest or associated litigation pursuant to California procurement laws, as applicable, related to selection of ancillary facilities (including but not limited to any Heavy Maintenance Facility).

5. HSRA's Obligations Under This Settlement Agreement.

5.1 Acknowledgment of City's Views: HSRA acknowledges that the City is concerned that the Approved FB Project through Shafter analyzed in the May 2014 FEIR/S and approved by HSRA is unacceptable to the City, as stated in Recital E. HSRA further acknowledges that the City seeks expeditious progress on the obligations identified in this Agreement.

5.2 Analyze and Consider Retained Fill Variation: HSRA agrees to analyze, and consider in good faith the Retained Fill Variation with the Exhibit 1 grade

separation elements in its Supplemental EIR/EIS. The Retained Fill Variation is HSRA's preferred project in Shafter and the Parties are not aware of any opposition to the Retained Fill Variation by BNSF Railway. Until the process contemplated by this Section 5.2 is concluded by HSRA completing the Supplemental EIR/EIS with analysis of the Retained Fill Variation with the Exhibit 1 grade separation elements, HSRA will not approve any contracts for final design and construction of the HSR south of Poplar Avenue.

5.3 Final Decision Meeting in Bakersfield: HSRA has agreed, as part of its litigation settlement with the City of Bakersfield, to hold HSRA's Board of Directors meeting where it will make a final decision on the alignment and HSR facility matters contained in the Supplemental EIR/EIS at a location in the City of Bakersfield to maximize public input opportunities for area residents. This meeting will also be convenient to facilitate participation by residents of the City.

5.4 HSRA Retains Sole Discretion on Project Approval: Notwithstanding the City's expressed support for the Retained Fill Variation, HSRA retains its sole discretion, subject to Section 5.2, to: (a) determine the range of alternatives to evaluate in the Supplemental EIR/EIS and (b) to retain its approval of the Approved FB Project in Shafter or to select the Retained Fill Variation as analyzed in the Supplemental EIR/EIS, subject to the obligations in Section 5.5, or take some other action, at the conclusion of the environmental review process that is described in this Agreement. To the extent the Technical Elements of the Retained Fill Variation as analyzed in the Supplemental EIR/EIS differ from, or are not as detailed as, the description of the Technical Elements of the Retained Fill Variation described in Exhibit 1 of this Agreement, the terms of this Agreement shall control.

5.5 HSRA Obligations Regarding Project Approval:

a. HSRA agrees to consider the City's preferences as set forth in Recital K in exercising its discretion under Section 5.4.

b. If HSRA approves the Retained Fill Variation through the City, it will include Exhibit 1 as required elements in any construction contract and ensure completion of the work as specified therein.

c. If HSRA maintains the Approved FB Project through the City, it will include Exhibit 2 as required elements in any construction contract and ensure completion of the work as specified therein.

d. If HSRA builds freight storage tracks on either side of Riverside Street as part of the Retained Fill Variation, it will include the Exhibit 3 Technical Elements for BNSF and Santa Fe Way as required elements in any construction contract.

e. Upon City's request, HSRA shall provide the City with a reasonable number of copies of existing and publicly available technical drawings, renderings, and/or animations. HSRA shall require its Construction Contractor to provide the City with a reasonable number of copies of at least three new technical drawings, renderings, and/or animations to be determined at the City's discretion, and agreed upon between the City and the Construction Contractor, conveying to the public the issues and benefits of the Retained Fill Variation, to be used by City representatives in public meetings with HSRA representatives, as well as additional local public meetings.

f. HSRA will include in its construction contract for the HSR alignment within the City a requirement that the Construction Contractor comply with all local, state and federal rules and regulations. This subsection (f) does not waive HSRA's sovereign immunity.

5.6 Relocation of City Facilities and Utilities: HSRA will work in good faith with the City to prepare the necessary agreements and/or memoranda of understanding to implement the Relocations (as defined in Section 4.6 above), and fund the preparation of such documents either directly or through a Construction Contractor.).

5.7 Reimbursement for City Staff Time:

a. HSRA agrees to reimburse Shafter for City staff time for the following City staff activities during the period of May 1, 2014, to the Effective Date of this Agreement:

- i. City staff investigation of existing City facilities, such as, but not limited to, utilities, to determine potential physical conflicts with the proposed high-speed rail alignment through the City.
- ii. City staff provision to HSRA in writing of: (i) plans with markups identifying the location of City's existing facilities within the high-speed rail alignment through City, including as-built drawings, if available; and (ii) documentation or prior rights with respect to the identified conflicts.
- iii. City staff meeting and conferring with HSRA regarding the City's existing facilities, including engineering issues.

HSRA agrees that the City can include in the above tasks City staff hours expended related to development of the grade separations described in Exhibit 2 to this Agreement, and City staff hours expended related to development of the Retained Fill Variation and the associated grade separations described in Exhibit 1 to this Agreement. The total amount of reimbursement pursuant to this paragraph shall not exceed \$200,000, which represents the sum of all of the City's documented written evidence of expenditures. City shall provide all documented written evidence of expenditures within 60 days of the Effective Date.

Payment shall be made as soon as reasonably possible in conformance with state procedures and delivered as follows:

Send check to: City of Shafter
 City Manager
 336 Pacific Avenue
 Shafter, CA 93263

Make check out to: City of Shafter

To be included in Memorandum line: Settlement, case #34-2014-80001908.

b. Concurrently with the Effective Date, the City and HSRA will negotiate and shall execute a new, standard, reimbursement agreement and record-keeping requirement in a substantially similar form to the State of California Standard Agreement included as Exhibit 4 to this Agreement. The new reimbursement agreement may require an approved not to exceed estimate, which shall be developed subject to the agreement of both parties for City's costs involved in discussions and reviews of technical items prior to award of a construction contract, documentation for City owned and operated utilities and facilities, and document review and comments. Such standard agreement shall terminate upon an agreement between City and HSRA's Construction Contractor as set forth in this Section 5.7(c).

c. Upon selection of a Construction Contractor, HSRA will require its contractor to negotiate a reimbursement agreement with City that will establish a scope of work, a budget, schedule, and a record-keeping requirement to reimburse City for City staff time (excluding attorneys) anticipated to be required by the Construction Contractor for design review, inspection, and coordination costs through completion of construction.

5.8 BNSF Permission: HSRA agrees to continue to work to obtain the necessary agreements from the BNSF Railway as necessary for HSRA to fulfill its obligations under paragraph 5.5(b) and 5.5(c), as applicable.

6. Waiver of Lawsuit Fees, Costs, and Expenses. HSRA waives any claim against the City for any costs, expenses, or attorneys' fees associated with the Shafter Lawsuit, including but not limited to costs related to preparation of any administrative record. City waives any claim for costs, expenses, or attorneys' fees associated with the Shafter Lawsuit, including but not limited to costs related to preparation of any administrative record or review of HSRA's administrative record. By agreeing not to pursue recovery of costs from the City, HSRA is not explicitly or implicitly waiving its rights to seek recovery from the other petitioners and plaintiffs in the Related Lawsuits of the full amount of costs HSRA incurred in preparing the record, within the limits of any extant stipulations.

7. Press Release. HSRA and the City shall confer in good faith to determine whether to issue a joint press release announcing the settlement of the Shafter Lawsuit, with the mutual intention of releasing it to the public on the day this Agreement has been fully executed.

8. Dispute Resolution.

a. Time is of the Essence. The Parties acknowledge that time is of the essence in implementation of this Agreement and will make best efforts to ensure timely implementation of the obligations contained herein, and to timely correct any defaults, as further explained in Section 8(b).

b. Notice of Default. Failure or unreasonable delay in the performance of any material provision herein shall constitute a default under this Agreement. In the event of a default, the Party alleging such default shall give the defaulting Party not less than thirty (30) days' written notice of default ("Notice of Default"). The Notice of Default shall specify the nature of the alleged default and a reasonable manner and period of time in which said default may be satisfactorily cured. A Notice of Default shall be given in the manner set forth in Section 10, below.

c. Cure Period. Within thirty (30) days of the date a Notice of Default is given, the defaulting Party shall provide evidence establishing it was never, in fact, in default or shall cure the default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for purposes of enforcement of this Agreement. If the default is cured, then no default shall exist or be deemed to have existed and the noticing Party shall take no further action. After proper notice and the expiration of such cure period without cure, enforcement may be undertaken as set forth in this Agreement.

9. Enforcement. This Agreement is binding and may be enforced as a contract with all applicable remedies at law or equity. Any Party may avail themselves of the remedies provided herein or otherwise available at law or equity.

10. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be given in writing by regular mail, overnight courier, or facsimile to:

If to HSRA:

California High Speed Rail Authority
Chief Counsel
770 L Street, Suite 1100
Sacramento, CA 95814

Phone: (916) 324-1541

Fax: (916) 322-0827

With a copy to:

Office of the Attorney General

Danae Aitchison, Deputy Attorney General

1300 I Street, P.O. Box 944255

Sacramento, CA 94244

Phone: (916) 210-7778

Fax: (916) 327-2319

If to the City:

City of Shafter, Attn: City Manager's Office

336 Pacific Avenue

Shafter, CA 93263

Phone: (661) 746-5000

Fax: (661) 746-0607

With a copy to:

Michelle Ouellette

Best Best & Krieger LLP

3390 University Avenue, 5th Floor

P.O. Box 1028

Riverside, CA 92502

11. Representations and Warranties; General Provisions. Each of the Parties represents, warrants, and agrees as follows:

11.1 The descriptive headings and titles used in this Agreement are for convenience only and shall not affect the meaning of any provision of this Agreement.

11.2 Each Party to this Agreement has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Agreement.

11.3 This Agreement contains all of the representations and the entire understanding and Agreement among the Parties with respect to the matters described in the Agreement. Correspondence, memoranda, and oral and written Agreements that originated before the date of this Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement.

11.4 This Agreement may be modified or amended only by written agreement executed by all of the Parties.

11.5 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights or benefits under or by reason of this Agreement. There are no third party beneficiaries of this Agreement.

11.6 In any litigation between the Parties regarding this Agreement, the prevailing party shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including reasonable attorneys' fees and court costs.

11.7 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. One or more signatures on this Agreement may be executed and delivered by facsimile or by PDF or JPEG attachment to an email, and each such signature shall constitute an original and valid signature.

11.8 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

11.9 The individuals signing this Agreement on behalf of each Party represent and warrant that they have full authority and are duly authorized to do so on behalf of the Party they represent.

11.10 The Parties shall cooperate to ensure that the steps necessary to implement this Agreement are carried out. The Parties to this Agreement agree to execute any further documentation that may be required to carry out the purpose of this Agreement and perform all acts necessary to effectuate the provisions of this Agreement. If any dispute related to the terms of this agreement arise between or among the Parties, the Parties will first meet and discuss the dispute in good faith in an attempt to resolve it prior to sending a Notice of Default.

Dated: October 22, 2018

CITY OF SHAFTER, a California
Municipal Corporation


Cathy L. Prout, Mayor

Dated: October 22, 2018

CITY OF SHAFTER, a California
Municipal Corporation


Scott Hurlbert, City Manager

Dated: October __, 2018

CALIFORNIA HIGH-SPEED RAIL
AUTHORITY, a California State Agency

Thomas C. Fellenz, Chief Counsel
California High-Speed Rail Authority

APPROVED AS TO FORM:

Dated: October 23, 2018


Michelle Ouellette
Best Best & Krieger LLP
Counsel for City of Shafter

APPROVED AS TO FORM:

Dated: October __, 2018

Danae J. Aitchison
Deputy Attorney General
Counsel for California High-Speed Rail
Authority

Dated: October __, 2018

CITY OF SHAFTER, a California
Municipal Corporation

Scott Hurlbert, City Manager

Dated: October 24, 2018

CALIFORNIA HIGH-SPEED RAIL
AUTHORITY, a California State Agency



Thomas C. Fellenz, Chief Counsel
California High-Speed Rail Authority

APPROVED AS TO FORM:

Dated: October __, 2018

Michelle Ouellette
Best Best & Krieger LLP
Counsel for City of Shafter

APPROVED AS TO FORM:

Dated: October 23, 2018



Danae J. Aitchison
Deputy Attorney General
Counsel for California High-Speed Rail
Authority

Exhibit 1

Shafter Roadway Technical Elements for Retained Fill Variation

I. AREA BETWEEN POPLAR AVENUE AND EAST LOS ANGELES AVENUE

A. Openings in HSR and BNSF Alignments for Street Undercrossings (Both HSR and BNSF):

1. As specified in Section I.A.2 below in more detail and at the locations depicted in Exhibit 1A, construction of a roadway opening that provides a grade separation between a city street and both the BNSF rail line and the HSR (“Undercrossing Opening A”). Undercrossing Opening A will be constructed with an opening width, including column and pile caps if any, consistent with the City’s standard 110’ arterial street cross section as shown in Exhibit 1B (i.e., room for minimum lane widths shown in Exhibit 1B shall be provided, but the widths associated with room for the median and/or the sidewalk/landscaping areas shown in Exhibit 1B may be modified as necessary to accommodate the undercrossing opening design.) Undercrossing Opening A would be provided for each of the following city streets:

- a) Fresno Avenue
- b) Shafter Avenue
- c) Central Avenue
- d) East Lerdo Highway

Any future modifications by the City or other non-HSRA entity necessary to widen Fresno Avenue, Shafter Avenue, Central Avenue, or East Lerdo Highway will not be an HSRA expense or obligation.

2. Narrative description of before/after condition

a) Fresno Avenue is currently an at-grade, two-lane, paved city street travelling in an east/west direction, which crosses the existing BNSF rail line tracks and SR 43 at grade. With implementation of Undercrossing Opening A, Fresno Avenue would remain an at-grade, two-lane, paved city street in its current location, with HSR and BNSF passing over Fresno Avenue consistent with paragraph I.A.2.e.1 below. The width of the roadway opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Fresno Avenue to the City’s 110-foot arterial street standard shown in Exhibit 1B.

b) Shafter Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction, which crosses the BNSF rail line tracks and SR 43 at grade. With implementation of Undercrossing Opening A, Shafter Avenue would remain an at-grade, two-lane, paved city street with HSR and BNSF passing over Shafter Avenue, but realigned consistent with paragraph I.A.2.e.2 below. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Shafter Avenue to the City's 110-foot arterial street standard shown in Exhibit 1B.

c) Central Avenue is currently an at-grade, two-lane, paved city street, which crosses the BNSF rail line tracks at grade and intersects with SR 43 and Walker Street. With implementation of Undercrossing Opening A, Central Avenue would remain an at-grade, two-lane, paved city street in its current location, with HSR and BNSF passing over Central Avenue. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Central Avenue to the City's 110-foot arterial street standard shown in Exhibit 1B.

d) East Lerdo Highway is currently an at-grade, four-lane, paved city street, which crosses the BNSF rail line tracks and SR 43 at grade. With implementation of Undercrossing Opening A, East Lerdo Highway would remain an at-grade, four-lane paved city street with HSR and BNSF passing over East Lerdo Highway consistent with paragraph I.A.2.e.3 below. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen East Lerdo Highway to the City's 110-foot arterial street standard shown in Exhibit 1B.

e) Additional requirements:

(1) The Undercrossing Opening A for Fresno Avenue will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access between Fresno Avenue and Mettler Avenue.

(2) The Undercrossing Opening A for Shafter Avenue will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access between Shafter Avenue and East Tulare Avenue, West Tulare Avenue, and Walker Street.

(3) The Undercrossing Opening A for East Lerdo Highway will be constructed to provide the following when completed, unless otherwise agreed to in writing by the City and the applicable HSRA construction contractor: (i) access between Mannel Avenue and Walker Avenue; (ii) access between East Lerdo Highway and Mannel Avenue; and (iii) access between East Lerdo Highway and SR 43.

B. Constructed Overcrossing at Poplar Avenue:

1. As specified in Section I.B.1.a below in more detail and at the locations depicted in Exhibit 1A, construction of a two-lane roadway overcrossing that provides a grade separation between a city street and the BNSF rail line and HSR (“Constructed Overcrossing A”), including the actual overcrossing structure and its approaches. Structure shall be designed to provide a 36-foot wide travelled way to accommodate two 12’ lanes and two 6’ shoulders.

- a) Narrative description of before/after condition: Poplar Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction, which crosses the BNSF rail line tracks and SR 43 at grade and has access between it and Madera Avenue and SR 43. With implementation of Constructed Overcrossing A, BNSF and SR 43 would remain at grade in their current locations and HSR would be constructed to the east of BNSF. Poplar Avenue would be raised to pass over HSR, BNSF, and SR 43 on a two-lane bridge structure, without access to Madera Avenue but with access to SR 43.
- b) Constructed Overcrossing A would be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing structure such that it could be utilized as a four-lane arterial with a 55 mph design speed; the City acknowledges that the preliminary design of the Poplar overcrossing shown in Draft Supplemental EIR/EIS, Volume III, Section E, pages 70-76 (CV-T1001 – CV-T1007), is one design that satisfies the above “not preclude” standard. Any future modifications by the City or other non-HSRA entity necessary to convert or expand the overcrossing for arterial use will not be an HSRA expense or obligation.

C. Road Closure at East Los Angeles/Beech:

1. As specified in Section I.C.2 below in more detail and at the locations depicted in Exhibit 1A, East Los Angeles Avenue/Beech Avenue as it crosses the BNSF rail line and SR 43 will be closed, and Beech and East Los Angeles connected on both the east and west sides of the BNSF rail line and SR 43 to allow continued traffic flow between Beech Avenue and East Los Angeles Avenue on each side of, but not across, the rail lines and SR 43.

2. Narrative description of before/after condition: East Los Angeles Avenue is currently an at-grade, two-lane, paved city street travelling in an east/west direction. Beech Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction. East Los Angeles Avenue and Beech Avenue merge into one street as they cross the BNSF rail line and SR 43 at grade, in a perpendicular fashion. After the closure, the BNSF rail line and SR 43 would remain at grade in their current location with the HSR alignment constructed on the east side of the BNSF rail line. The East Los Angeles Avenue/Beech Avenue crossing of the BNSF rail line and SR 43 will be closed. East Los Angeles

Avenue will be connected to Beech Avenue on each side of, but not across, the HSR/BNSF/SR 43 corridor.

3. Additional Improvements: The following improvements to streets and intersections in the vicinity of the closure of East Los Angeles Avenue/Beech Avenue will be implemented:

(i) Traffic Signal at intersection of E. Lerdo Highway & Golds Avenue

(ii) Traffic Signal at intersection of E. Lerdo Highway and Cherry Avenue

(iii) Street improvements on Golds Avenue between E. Lerdo Highway and Los Angeles Avenue, defined as follows:

a. Existing Conditions

- i. From Los Angeles Avenue to Ash Avenue, 1334 feet: 40 foot paved roadway with curbs.
- ii. From Ash Avenue to Lerdo Hwy, 1326 feet: unpaved farm road.

b. Proposed Improvements

- i. From Los Angeles Avenue to Ash Avenue, 1334 feet.
 - 1) Demolish and remove east side curb and gutter.
 - 2) Construct new curb and gutter on the east side 52' east of the west curb and gutter.
 - 3) Construct street improvements between existing street improvements and new curb and gutter. Road section shall be 0.40' HMA over 0.80' Class 2 AB.
 - 4) No work beyond the curbs, assuming a 6:1 grade transition from new curb to existing grade.
- ii. From Ash Avenue to Lerdo Hwy, 1326 feet.
 - 1) Construct 50' paved road with curb and gutter on the west side only. Road section shall be 0.40' HMA over 0.80' Class 2 AB.
 - 2) Construct median improvements for 150' left turn pocket from Lerdo Hwy to Golds Avenue.
 - 3) No work beyond the curbs, assuming a 6:1 grade transition from new curb to existing grade.
 - 4) Traffic signal improvement at E. Lerdo Highway includes median curb for left turn.

(iv) Street improvements on Cherry Avenue between Riverside Street and E. Lerdo Highway, 5320 feet, defined as follows:

- a. Existing Conditions: 24 foot wide roadway, no curbs.
- b. Proposed Improvements
 - i. Full depth (6" HMA over 12" Class 2 AB) roadway reconstruction of the paved areas from edge of pavement to edge of pavement (24 foot width).
 - ii. Add 4' paved shoulders to both sides. Shoulders can be 0.25' HMA over native shoulder materials.
 - iii. No curbs added.
 - iv. 6:1 grade transition from new edge of pavement (shoulder) to existing grade.

(v) Street improvement on Los Angeles Avenue between Beech and Cherry Avenue, defined as follows:

- a. Existing Conditions
 - i. Curb/sidewalk on the north side only approximately 1,000 east of Beech. Pavement width varies from 33 feet to 44 feet.
 - ii. Curb on north side up to Golds Avenue (approx. 1,600 feet). Pavement width varies from 34 feet to 36 feet.
 - iii. No curb or sidewalk from Golds to Cherry (approx. 2,600 feet). Pavement width 24 feet.
- b. Proposed Improvements
 - i. Between Beech and Golds Avenue (2,600 feet)
 - 1) Remove all paving within 13' of the road centerline and replace with 0.40' HMA over 0.80' Class 2 AB.
 - 2) Add 4' paved shoulder to south side of Los Angeles Avenue. Shoulders can be 0.25' HMA over native shoulder materials.
 - 3) No curb and gutter on south side.
 - 4) 6:1 grade transition from new edge of pavement (shoulder) to existing grade.

ii. Between Golds Avenue and Cherry Avenue (2,600 feet).

- 1) Remove all paving and replace with 0.40' HMA over 0.80' Class 2 AB (24 foot width).
- 2) Add 4' paved shoulders to both sides. Shoulders can be 0.25' HMA over native shoulder materials.
- 3) No curb and gutter added.
- 4) 6:1 grade transition from new edge of pavement (shoulder) to existing grade.

II. AREA SOUTH AND EAST OF EAST LOS ANGELES AVENUE:

A. Openings in HSR Alignment for Street Undercrossings (HSR only):

1. As specified in Section II.A.3 below in more detail and at the locations depicted in Exhibit 1A, construction of an opening for a roadway undercrossing that provides a grade separation only between a road and the elevated HSR alignment ("Undercrossing Opening B"). Undercrossing Opening B would be constructed with an opening width, including columns and pile caps if any, consistent with the City's standard 110' arterial street cross section as shown in Exhibit 1B (i.e., room for minimum lane widths shown in Exhibit 1B shall be provided, but the widths associated with the room for the median and/or the sidewalk/landscaping areas shown in Exhibit 1B may be modified as necessary to accommodate the undercrossing opening design.) Undercrossing Opening B would be provided at each of the following roads:

- a) Riverside Street
- b) Cherry Avenue
- c) Driver Road
- d) Zachary Avenue
- e) Zerker Road

2. Construction of an opening in the HSR alignment at Verdugo Lane as a 16-foot by 30-foot box culvert farm crossing.

3. Narrative description of before/after condition:

- a) Riverside Street, Cherry Avenue, Driver Road, Zachary Avenue and Zerker Road are existing, at-grade, two-lane, roads travelling in an east/west or north/south direction. With implementation of Undercrossing Opening B, HSR would be constructed with an opening width sufficient to allow Riverside, Cherry Avenue, Driver Road, Zachary Avenue and Zerker Road to pass through in their existing states and sufficient to allow the City or other non-HSRA entity in the future to improve and widen each to the City's standard 110- foot arterial street standard shown in Exhibit 1B.
- b) Verdugo Lane is an existing, two-lane road. With HSRA's project, HSR would be constructed with a 16 foot by 30 foot opening, such as a box culvert, sufficient to allow Verdugo Lane to pass through in its existing state.
- c) Any future modifications by the City or other non-HSRA entity widen, improve or modify Riverside Street, Cherry Avenue, Driver Road, Zachary Avenue, Zerker Road or Verdugo Lane will not be an HSRA expense or obligation.

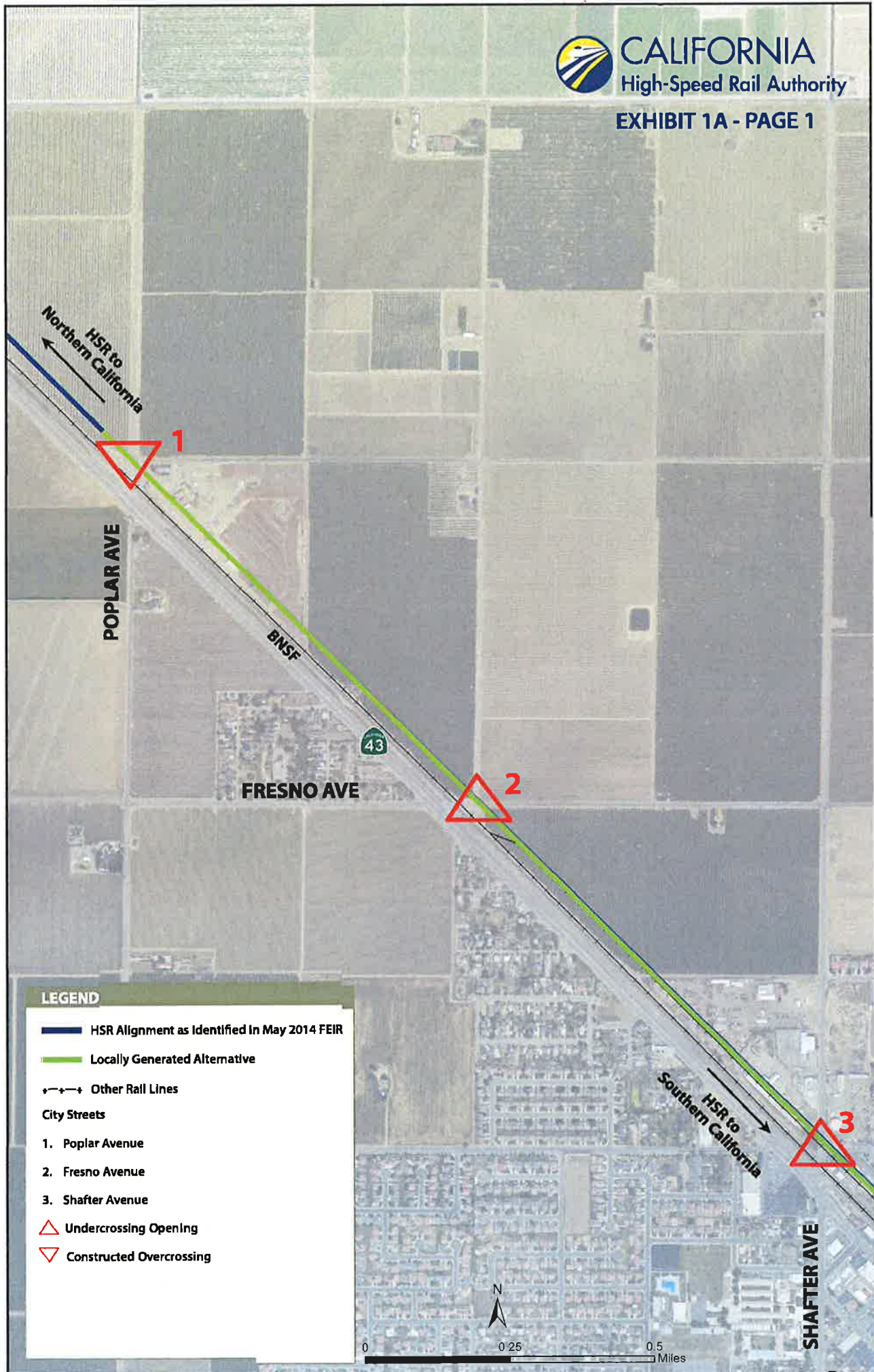
B. Accommodations for the North Beltway:

Clearance envelope at the HSR bridge structure over the Friant Kern Canal to meet the following limits as shown in the preliminary design in Draft Supplemental EIR/EIS, Volume III, Section C, page 81 (ST-K1012):

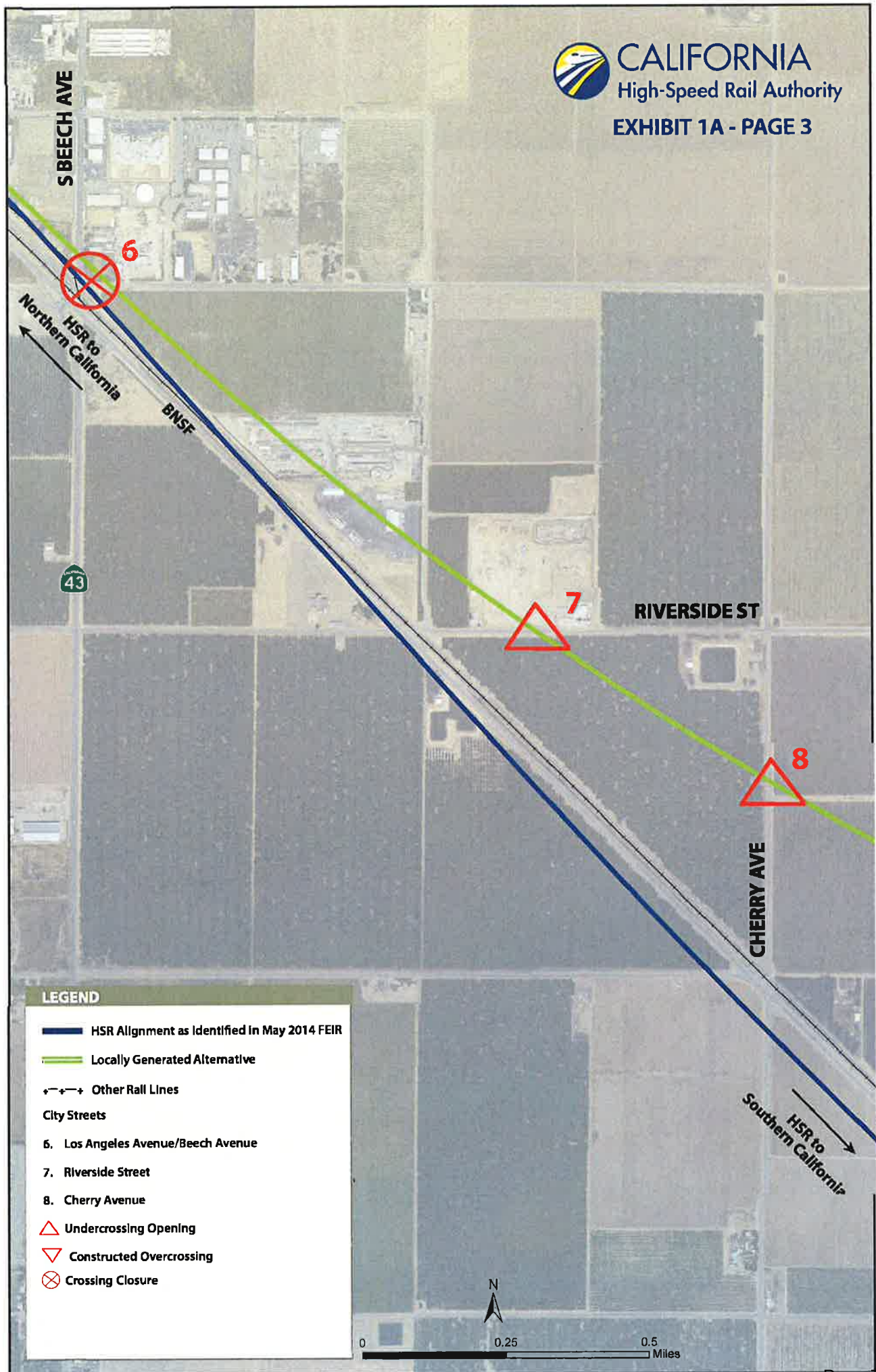
- Horizontally – between HSR stationing 6422+70 to 6425+75, a clear horizontal opening of least 305 feet measured parallel to the HSR rail alignment.
- Vertically – underside of bridge structure to be no lower than elevation of 418.8' measured from an original ground elevation of 394.5' (NAVD88)
- Transversely – within HSR ROW

A conceptual representation of this requirement is included at Exhibit 1C and this concept or any future revisions or refinements will be included in project design.

III. APPLICATION OF HIGH-SPEED RAIL DESIGN STANDARDS: All grade separation elements described above in sections I and II, shall be constructed consistent with HSRA's High-Speed Rail Design Criteria Manual current at the time of construction. All street and intersection improvements shall be constructed consistent with City of Shafter standards applicable at the time of design.

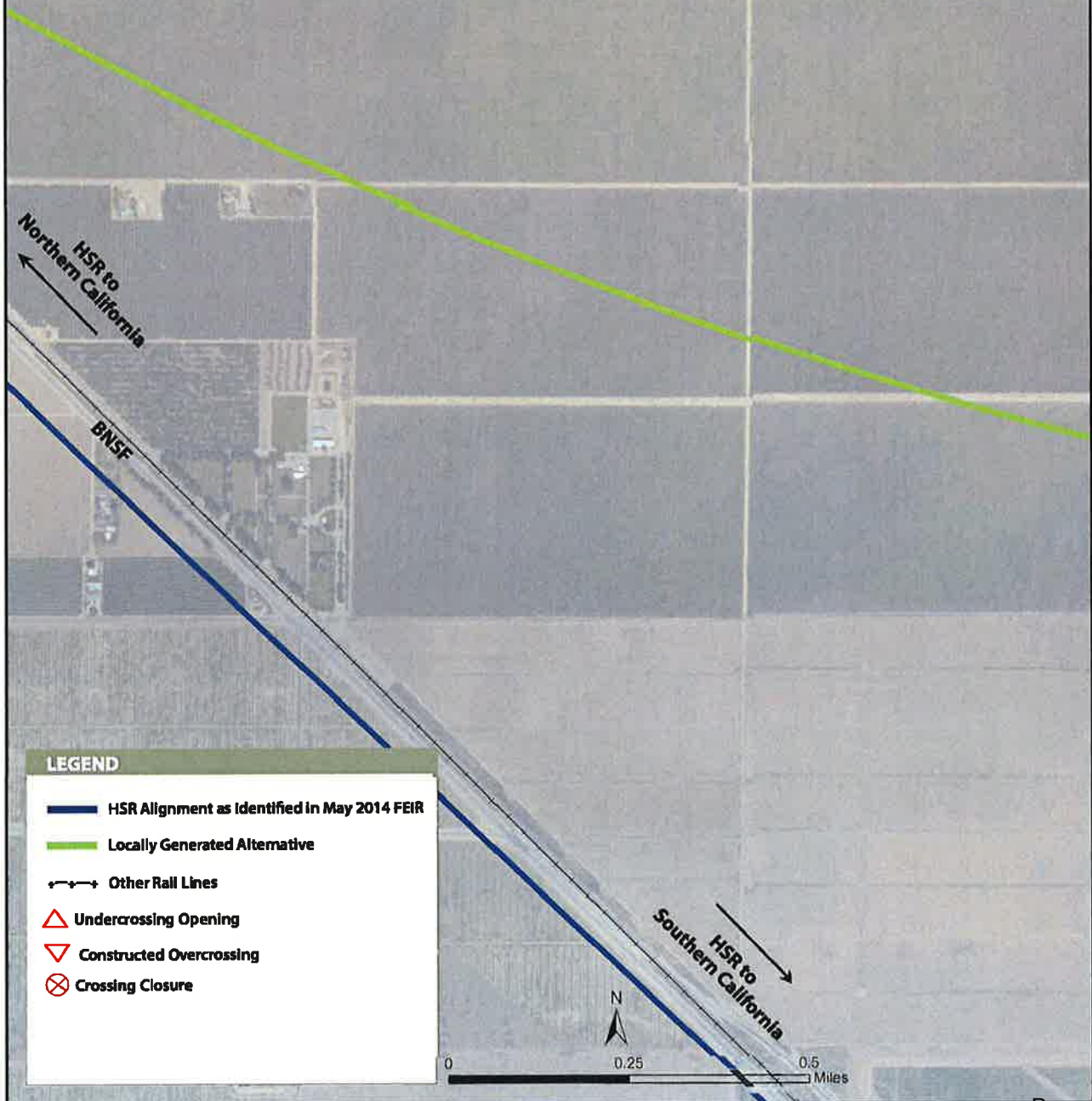








RIVERSIDE ST



LEGEND

— HSR Alignment as Identified in May 2014 FEIR

— Locally Generated Alternative

— Other Rail Lines

△ Undercrossing Opening

▽ Constructed Overcrossing

⊗ Crossing Closure



DRIVER RD



LEGEND

-  HSR Alignment as Identified in May 2014 FEIR
-  Locally Generated Alternative
-  Other Rail Lines
- City Streets**
- 9. Driver Road**
-  Undercrossing Opening
-  Constructed Overcrossing
-  Crossing Closure



0 0.25 0.5 Miles







UPRR

99

11

ZERKER RD

LEGEND

- HSR Alignment as Identified in May 2014 FEIR
- Locally Generated Alternative
- Other Rail Lines
- City Streets
- 11. Zerker Road
- Undercrossing Opening
- Constructed Overcrossing
- Crossing Closure



0 0.25 0.5 Miles



LEGEND

— HSR Alignment as Identified in May 2014 FEIR

— Locally Generated Alternative

— Other Rail Lines

City Streets

12. Verdugo Lane

△ Undercrossing Opening

▽ Constructed Overcrossing

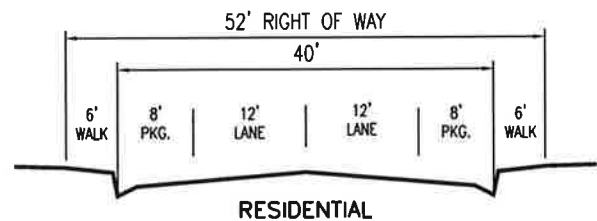
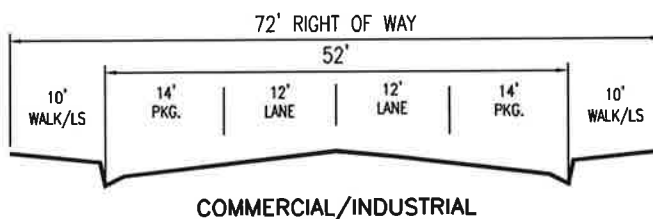
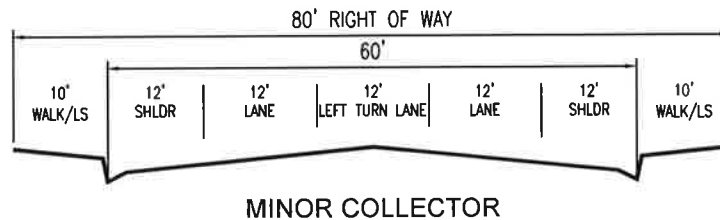
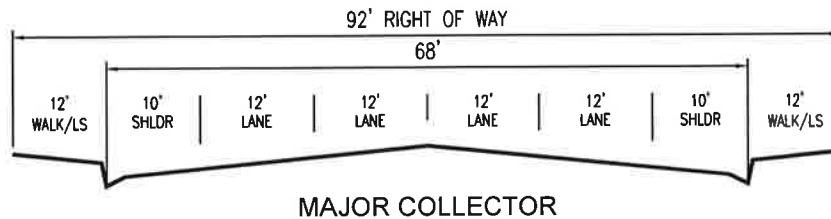
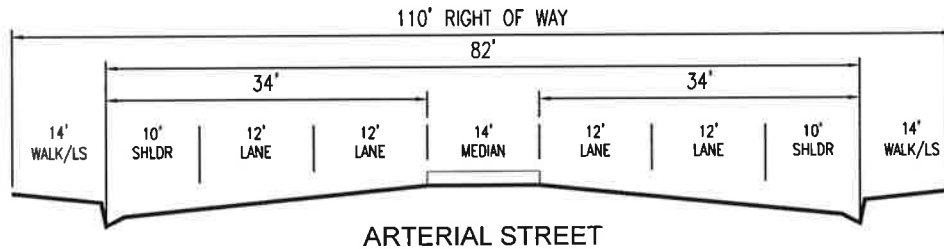
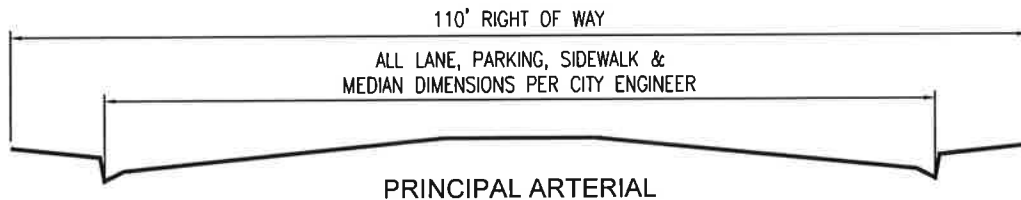
⊗ Crossing Closure



0.25

0.5

Miles



LOCAL STREET



SUBDIVISION & ENGINEERING
DESIGN MANUAL
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

APPROVED BY THE CITY COUNCIL:

APPROVED 9/19/2017
DATE

APPROVED:

ORIGINAL SIGNED AND
ON FILE WITH CITY
KEVIN L. HARMON, CITY ENGINEER

STREET CROSS SECTIONS STANDARD DRAWING

DRAWN BY:

KLH

SCALE:

NTS

CHECKED BY:

CS,AG,KG

UPDATED:

5/25/2017

S-30

Exhibit 2

Shafter Roadway Technical Elements for Approved Fresno/Bakersfield Project

A. Construction Obligations:

1. Constructed Undercrossing of BNSF and State Route 43 at East Lerdo Highway/Mannel Avenue:

a) As specified in Section A.1.b below in more detail and at the location depicted in Exhibit 2A, construction of a four lane roadway undercrossing for East Lerdo Highway that provides a grade separation between East Lerdo Highway and the BNSF railroad (the “Constructed Undercrossing”). The Constructed Undercrossing will be constructed consistent with the City’s standard 110’ arterial street cross section as shown in Exhibit 2B (e.g., minimum lane widths shown in Exhibit 2B shall be maintained, and the widths associated with the median and/or the sidewalk/landscaping areas shown in Exhibit 2B may be modified as necessary to accommodate the undercrossing design.) The Constructed Undercrossing will be constructed to provide the following upon its completion, unless otherwise agreed to by the City and the applicable HSRA construction contractor: (i) access between East Lerdo Highway and Mannel Avenue/Walker Avenue, and (ii) access between East Lerdo Highway and Central Valley Highway (SR 43).

b) Description of before/after condition: East Lerdo Highway is currently an at-grade, four-lane, paved city street travelling in an east/west direction, which crosses the BNSF rail line and State Route (SR) 43 at grade. With HSRA’s implementation of the Approved FB Project as modified by this Exhibit 2, the BNSF rail line and SR 43 will remain in their current location and East Lerdo Highway will be lowered to cross under the BNSF and SR 43.

2. Spanned Roadways for Future City-Constructed Undercrossings of BNSF Rail Line at (i) South Beech Avenue/East Los Angeles Avenue and (ii) Shafter Avenue (each, a “Spanned Roadway” and together, the “Spanned Roadways”):

a) As specified in Section A.2.b below in more detail and at the location depicted in Exhibit 2A, design of column and pile cap spacing for the HSR aerial viaduct to specifications that accommodate the City’s future construction of a 4-lane roadway undercrossing at each Spanned Roadway that is consistent with the City’s standard 110’ arterial street cross section as shown in Exhibit 2B (e.g., minimum lane widths shown in Exhibit 2B shall be maintained, and the widths associated with the median and/or the sidewalk/landscaping areas shown in Exhibit 2B may be modified as necessary to accommodate the undercrossing design.) Any future modifications by the City or other non-HSRA

entity necessary to construct the undercrossings of the BNSF rail line will not be an HSRA expense or obligation.

b) Description of before/after condition:

(i) South Beech Avenue is currently an at-grade, two lane, paved city street travelling in a north/south direction. East Los Angeles Avenue is currently an at-grade, two-lane, paved city street travelling in an east/west direction. South Beech Avenue and East Los Angeles Avenue merge into one street as they cross the BNSF rail line and SR 43 at grade, in a perpendicular fashion. With HSRA's implementation of the Approved FB Project as modified by this Exhibit 2, HSR will pass over East Los Angeles Avenue and South Beech Avenue. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen South Beech Avenue/East Los Angeles Avenue to the City's 110-foot arterial street standard shown in Exhibit 2B.

(ii) Shafter Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction, which crosses the BNSF rail line tracks and SR 43 at grade. With HSRA's implementation of the Approved FB Project as modified by this Exhibit 2, HSR will pass over Shafter Avenue. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Shafter Avenue to the City's 110-foot arterial street standard shown in Exhibit 2B.

3. Spanned Roadways for Future City-Constructed Arterial Widening at (i) Central Avenue; (ii) Riverside Street; and (iii) Cherry Avenue (each, a "Widened Arterial" and together, the "Widened Arterials"):

a) As specified in Section A.3.b below in more detail and at the location depicted in Exhibit 2A, locations of column and pile caps for the HSR aerial viaduct to specifications that accommodate the City's future widening of each Widened Arterials to the City's 110' arterial street cross section as shown on Exhibit 2B. Any future modifications by the City or other non-HSRA entity necessary to construct the widened arterials will not be an HSRA expense or obligation.

b) Description of before/after condition:

i) Central Avenue is currently an at-grade, two-lane, paved city street, which crosses the BNSF rail line tracks at grade and intersects with SR 43 at grade. With HSRA's implementation of the Approved FB Project as modified by this Exhibit 2, HSR will pass over Central Avenue. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Central Avenue to the City's 110-foot arterial street standard shown in Exhibit 2B.

ii) Riverside Street is currently an existing, at-grade, two-lane paved road travelling in an east/west direction, which crosses the BNSF rail line tracks and Santa Fe Way at grade. With HSRA's implementation of the Approved FB Project as modified by this Exhibit 2, HSR will pass over Riverside. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Riverside Street to the City's 110-foot arterial street standard shown in Exhibit 2B.

iii) Cherry Avenue is currently an existing, at-grade, two-lane, paved road travelling in a north/south direction, which crosses the BNSF rail line tracks and Santa Fe Way at grade. With HSRA's implementation of the Approved FB Project as modified by this Exhibit 2, HSR will pass over Cherry Avenue. The width of the opening will be sufficient to allow the City or other non-HSRA entity in the future to improve and widen Cherry Avenue to the City's 110-foot arterial street standard shown in Exhibit 2B.

4. Constructed Overcrossing at Burbank Street:

a) As specified in Section A.4.b below in more detail and at the location depicted in Exhibit 2A, construction of a two-lane roadway overcrossing designed to a 36-foot width alignment to accommodate two 12 foot lanes and two 6 foot shoulders. This Section 4 supersedes the width specification associated with the Burbank Street Overcrossing detailed in the May 2014 FEIR, Vol. III, Section H, pp. 141-142. HSRA or its applicable construction contractor shall design and construct the Burbank Street Overcrossing, including the actual overcrossing structure and its approaches, in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the Burbank Street Overcrossing such that it could be utilized as a six-lane expressway with a 65 mph design speed. Any future modifications necessary to convert the Burbank Street Overcrossing for expressway use will not be an HSRA expense or obligation.

b) Narrative description of before/after condition: Burbank Street is currently an at-grade, two-lane, paved city street travelling in an east/west direction, which crosses the BNSF rail line tracks and Santa Fe Way at grade. With HSRA's implementation of the Approved FB Project as modified by this Exhibit 2, Santa Fe Way and the BNSF rail line will remain at grade in their current locations and HSR will be constructed. Burbank Street will be raised to pass over HSR, Santa Fe Way, and BNSF on a two-lane bridge structure.

5. Constructed Overcrossings at Poplar Avenue and Fresno Avenue:

a) As specified in Section A.5.b below in more detail and at the location depicted in Exhibit 2A, construction of a two-lane roadway overcrossing that provides a grade separation between a city street and the BNSF rail line and HSR (“Constructed Overcrossing”), including the actual overcrossing structure and its approaches. Structure shall provide a 36-foot wide travelled way to accommodate two 12’ lanes and two 6’ shoulders. Any future modifications by the City or other non-HSRA entity necessary to convert or expand the overcrossings for arterial use will not be an HSRA expense or obligation. Constructed Overcrossings shall be provided for each of the following city streets:

- (1) Poplar Avenue
- (2) Fresno Avenue

b) Narrative description of before/after condition:

(1) Poplar Avenue is currently an at-grade, two-lane, paved city street travelling in a north/south direction, which crosses the BNSF rail line tracks and SR 43 at grade and has access between it and Madera Avenue and SR 43. With HSRA’s implementation of the Approved Project as modified by this Exhibit 2, BNSF and SR 43 will remain at grade in their current locations and HSR will be constructed to the east of BNSF. Poplar Avenue will be raised to pass over HSR, BNSF, and SR 43 on a two-lane bridge structure, without access to Madera Avenue but with access to SR 43.

(2) Fresno Avenue is currently an at-grade, two-lane, paved city street travelling in an east/west direction, which crosses the BNSF rail line and SR 43 at grade. With HSRA’s implementation of the Approved FB Project as modified by this Exhibit 2, BNSF and SR 43 will remain at grade in their current locations and HSR will be constructed to the east of BNSF. Fresno Avenue will be raised to pass over HSR, BNSF, and SR 43 on a two-lane bridge structure.

c) Additional requirements:

- (1) Constructed Overcrossing for Poplar Avenue will be constructed to provide the following upon its completion, unless otherwise agreed to by the City and the applicable HSRA construction contractor: (i) continued access between Poplar Avenue and State Highway 43.
- (2) Constructed Overcrossings at Poplar Avenue and Fresno Avenue will be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing structure such that it could be utilized as a four-lane arterial

with a 55 mph design speed. The City acknowledges that the preliminary design of the Poplar overcrossing shown in Final EIR/EIS, Volume III, Section H, Part 2, pp. 20-21 (ST2913 and ST2914) is one design that satisfies the “not preclude” standard, except the structure shall provide the minimum 36’ wide travelled way discussed in Section A.5.a above. The City further acknowledges that the preliminary design of the Fresno Avenue overcrossing shown in Final EIR/EIS, Volume III, Section H, Part 2, p. 22 (ST2915), is one design that satisfies the “not preclude” standard.

B. Application of High-Speed Rail Design Standards: All grade separation elements described above in section A shall be constructed consistent with HSRA’s High-Speed Rail Design Criteria Manual current at the time of construction.

C. Environmental Review: HSRA shall conduct applicable environmental review for the obligations detailed in Paragraphs A.1 through A.5 above, if/as required. The City shall cooperate with HSRA on any necessary environmental review process. “Cooperate” for purposes of this paragraph is defined as using best efforts to provide technical information related to the obligations in Paragraphs A.1 through A.5, upon request from HSRA.

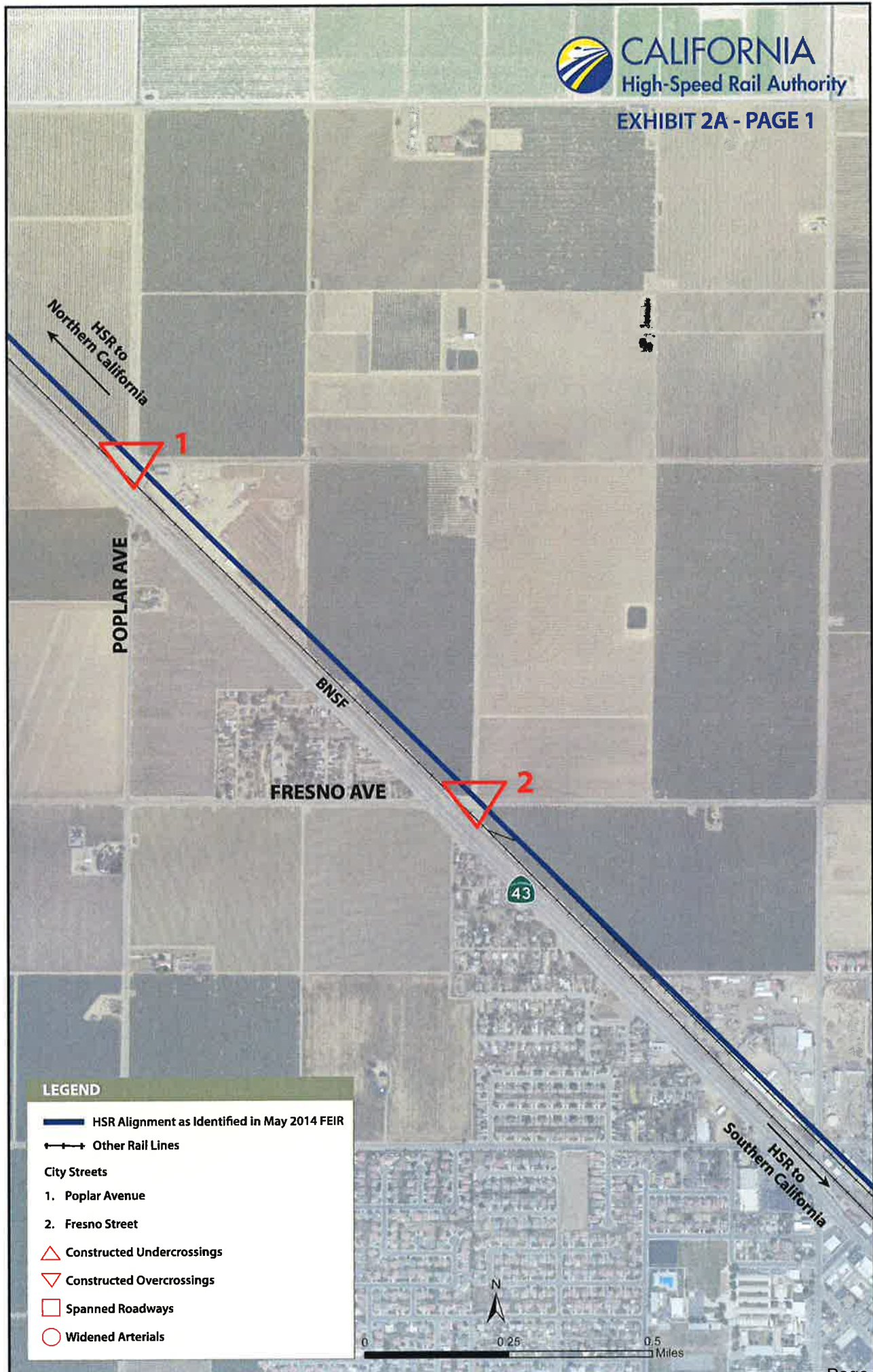
D. Tree Planting: HSRA shall provide information to City to allow City to determine whether it wishes to participate in HSRA’s tree planting program.

E. Traffic Mitigation Identified In May 2014 FEIR: The following in Paragraphs E.1 and E.2 are identified in the May 2014 FEIR and are existing HSRA commitments required by the Approvals, if HSRA constructs the Approved FB Project through the City. Such commitments are set forth in this Exhibit 2 to the Agreement for emphasis at the request of the City.

1. Project Design Features and Mitigation Measures: Section 3.2.6 of the May 2014 FEIR identifies project design features that will reduce impacts on transportation for local jurisdictions along the proposed HST alignment including the City. Mitigation Measure TR-MM #1 identified in the May 2014 FEIR and CEQA Findings addresses impacts associated with loss of property access, and HSRA commits to implement that Measure.

2. During Construction: HSRA will develop (or direct its applicable construction contractor to develop) a Traffic Management Plan (TMP) for the City (identified as a Construction Transportation Plan in Chapter 3.2.6 of the May 2014 FEIR), to be reviewed and approved by the City. The TMP shall address any temporary traffic circulation issues caused by HST construction activities.

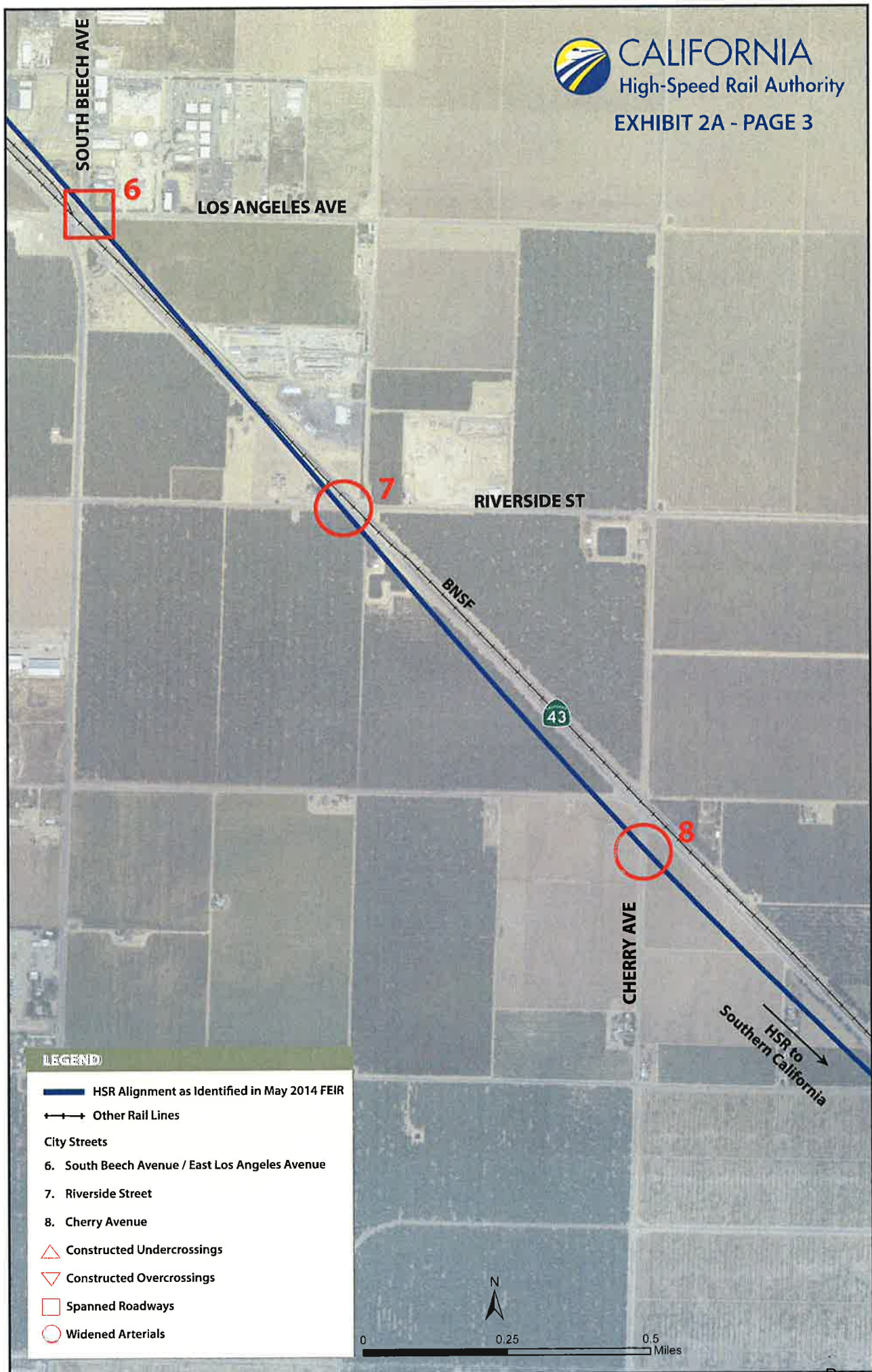
F. Constructed Undercrossing Traffic Mitigation: To the extent the environmental review process associated with the Constructed Undercrossing described in Paragraph A.1 above identifies traffic impacts associated with the Constructed Undercrossing, HSRA shall identify and implement applicable, feasible mitigation as a part of such environmental review.



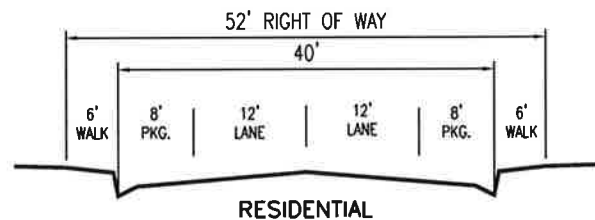
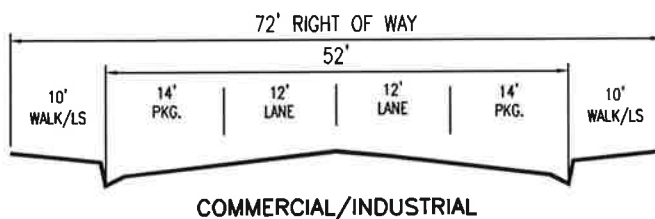
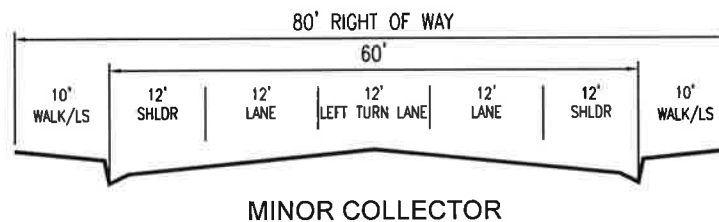
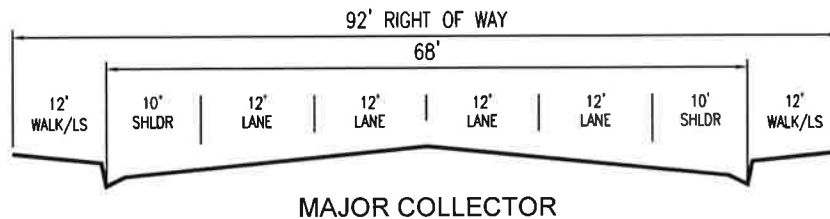
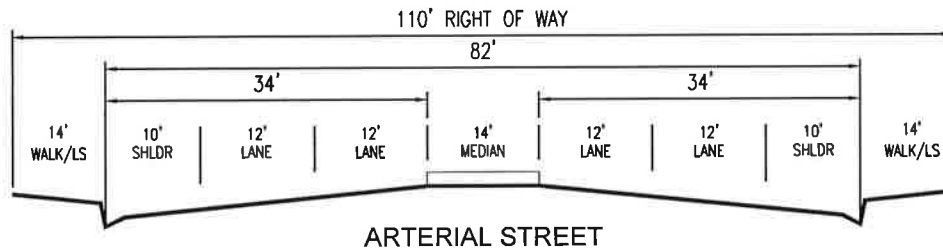
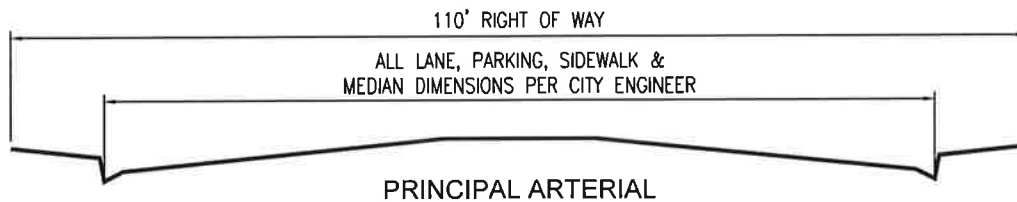


LEGEND

- HSR Alignment as Identified in May 2014 FEIR
- +—+— Other Rail Lines
- City Streets
- 3. North Shafter Avenue
- 4. Central Avenue
- 5. East Lerdo Highway
- 6. South Beech Avenue / East Los Angeles Avenue
- △ Constructed Undercrossings
- ▽ Constructed Overcrossings
- Spanned Roadways
- Widened Arterials







LOCAL STREET



SUBDIVISION & ENGINEERING
DESIGN MANUAL
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

APPROVED BY THE CITY COUNCIL:

APPROVED 9/19/2017
DATE

APPROVED:

ORIGINAL SIGNED AND
ON FILE WITH CITY
KEVIN L. HARMON, CITY ENGINEER

STREET CROSS SECTIONS

STANDARD DRAWING

DRAWN BY:

KLH

SCALE:

NTS

CHECKED BY:

CS,AG,KG

UPDATED:

5/25/2017

S-30

Exhibit 3
Technical Elements
for Riverside Street and BNSF/Santa Fe Way

A. Constructed Riverside Street Overcrossing of BNSF and Santa Fe Way:

1. As specified in Section A.1.a below, construction of a two-lane Riverside Street overcrossing to the west of the HSR alignment to provide a grade separation over the BNSF rail line and Santa Fe Way. The structure and its approaches will be constructed in a manner that will not preclude the City or some other non-HSRA entity in the future from converting or adding to the overcrossing such that it could be utilized as a four-lane arterial with a 55 mph design speed. Structure shall provide two 12' lanes and two 6' shoulders. Any future modifications necessary to convert or expand the overcrossing for arterial use will not be an HSRA expense or obligation.

a) Narrative description of before/after condition: Riverside Street is currently an existing, at-grade, two-lane paved road travelling in an east/west direction, which crosses the BNSF rail line tracks and Santa Fe Way. With HSRA's implementation of the Retained Fill Variation, the HSR alignment would cross Riverside Street on an aerial structure. BNSF and Santa Fe Way would remain at grade in their current locations. If HSRA builds storage tracks on either side of Riverside Street, Riverside Street would be raised over Santa Fe Way and BNSF, as shown in the preliminary design of the Riverside Street overcrossing in Draft Supplemental EIR/EIS, Volume III, Section E, pages 77-81 (CV-T1008 to CV-T1012).

b) The City acknowledges that the preliminary design of the Riverside Street overcrossing shown in Draft Supplemental EIR/EIS, Volume III, Section E, pages 77-81 (CV-T1008 to CV-T1012), is one design that satisfies the above "not preclude" standard. Any future modifications by the City or other non-HSRA entity necessary to convert or expand the overcrossing for arterial use will not be an HSRA expense or obligation.

c) The overcrossing described in this exhibit shall be constructed consistent with HSRA's High-Speed Rail Design Criteria Manual current at the time of construction.

EXHIBIT 4

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Agreement Number

HSR1 _-xx

Registration Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

City of Shafter

2. The term of this Month Date, 201_ through Month Date, 201_
Agreement is: or upon execution by both parties

3. The maximum amount \$xxxxx.xx
of this Agreement is: xxxxx Dollars and xx Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions	3 pages
Exhibit D – Special Terms and Conditions	4 pages
Exhibit E – Supplemental Terms and Conditions for Contracts Using Federal Funds	10 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Shafter

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services
Use Only

☒ Exempt per: Public Utilities Code Section
185036

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction, and operation of the first high-speed rail system in the nation (Project). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.
- B. The Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Streets and Highways Code section 2704.04 et seq. and Public Utilities Code section 185030 et seq., including but not limited to, Public Utilities Code sections 185505.
- C. This Agreement (Agreement) is between the Authority, an agency of the State of California, and the City of Shafter (City or Contractor), a incorporated city
- D. To facilitate the construction of the high-speed rail system, the Authority requires Contractor to perform the work as described in Section 2 of this Exhibit (Work).
- E. All inquiries regarding this Agreement will be directed to the project representatives (Contract Managers) identified below:

AUTHORITY	CONTRACTOR
Contract Manager:	Project Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

The Contract Managers may be changed without amendment with written notification.

2. SCOPE OF WORK, TASKS, DELIVERABLES, AND SCHEDULE

- A. The Authority shall provide the Contractor a Notice to Proceed for the Work under this Agreement from the Authority's Contract Manager, the proposed alignment, segment number(s), and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment. The Notice to Proceed may specify work based on Tasks as outlined below.

**EXHIBIT A
SCOPE OF WORK**

- B. Contractor will be reimbursed for its actual and necessary expenses on a time and materials basis in its performance of the following:

Task 1: Conflict Identification

City to provide technical review of preliminary engineering for project development documents and provide any additional documents necessary to support preliminary engineering for procurement (PE4P) for relocation of City's utilities and facilities.

Task 2: Agreement Development

City to negotiate a cooperative agreement with the Authority establishing the roles and responsibilities between the City and Authority for relocation or modification of existing City utilities and facilities necessitated by the planned design and construction of the HSR System, in accordance with Public Utilities Code section 185500 et seq.

Task 3: Right-of-Way Prior Rights Documentation and Transfer Agreement

City to research and provide documentation supporting City's prior rights for utilities and facilities, including roads, and review agreement and mapping for a right-of-way transfer agreement with the Authority (if necessary).

- C. Contractor acknowledges the following costs are not within this Scope of Work and will not be reimbursed: (i) reviewing and/or providing comments on environmental documents (including, but not limited to, environmental impact statements and environmental impact reports); (ii) attending meetings, unless at the request of the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) coordination for design and construction activities, which shall be handled through agreements with the design-builder; (v) review and comments on preliminary and/or final designs, which shall be handled through agreements with the design-builder; (vi) construction, materials, or inspection, which shall be handled through agreements with the design-builder; and (vii) grade separation agreements.
- D. **Rates:** Within 30 calendar days of NTP, City will provide the Authority's Contract Manager with the list of City employees who will be performing work under this contract and their current, actual hourly rate. Any subcontractors will be submitted with positions and hourly rates for written approval. City shall also submit an estimate of any direct costs anticipated to be required for performance of Work under this Agreement. Authority's Contract Manager will accept and approve the rates and other direct costs estimates in writing and retain the documentation in the contract file for verification against submitted invoices.

EXHIBIT A
SCOPE OF WORK

3. SCHEDULE OF SERVICES

Performance of the work described in Section 2 shall commence upon receipt of Notice to Proceed.
Unless terminated as provided herein, the Work shall continue until earlier of (i) completion of the Work
or (ii) expiration of the term as listed on the Std 213, Section 2.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. FUNDING REQUIREMENTS

- A. This Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Work, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2. COMPENSATION, INVOICING, AND PAYMENT

- A. The maximum amount of this Agreement is an estimate, and the actual amount of work requested by the Authority may be less. No payment shall be made in advance of services rendered.
- B. City staff will be reimbursed at the hourly rates submitted by the City, in accordance with Exhibit A, Section II, Subpart D.
- C. Contractor will be reimbursed the actual costs incurred for (i) fringe and overhead rates, and (ii) other direct costs limited to (a) travel; (b) approved subcontractors; and (c) vendors.
- D. Contractor shall not be entitled to payment for work performed prior to receipt of Notice to Proceed from the Authority's Contract Manager. No Work shall begin before that time.
- E. Invoices shall include the Agreement Number, date prepared, billing period, actual hours worked (by individual name and position), hourly rates (by position), and fringe, overhead, and other direct costs. Contractor shall not be paid for claimed costs or expenses not identified with the rates and other direct costs submitted in accordance with Exhibit A, Section II, Subpart D.
- F. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred. Contractor shall provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and within thirty (30) days of when services are provided to:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

(1 original and 1 copy)
Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

AND

(1 copy)
Authority's Contract Manager

- A. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

"I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."

- B. Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy.
- C. Payments shall be made to the Contractor for undisputed invoices. If the Authority disputes an invoice it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice's validity, deliverables for the billing period have not been received and approved, inaccuracies of the invoice, or does not otherwise comply with the terms of this Agreement.
- D. Positions listed in the submitted rates may be changed without an amendment to the Agreement. A request for change must be in writing, on Contractor's letterhead, and identify the position and rate that is added or removed. There shall be no change in the positions without written approval by the Authority's Contract Manager.

3. COST PRINCIPLES

Contractor's performance shall be governed by and in compliance with the following administrative and cost principles:

- A. As the Contractor is a governmental entity, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Agreements to State and Local Governments and OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as amended.

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

If any costs for which payment has been made to the Contractor are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the Contractor to the Authority.

4. TRAVEL

- A. The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website:
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- B. Travel expenses are computed from the Contractor's approved office location. Travel to the Contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.
- C. The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

5. CONTINGENT FEE

The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

1. GENERAL TERMS AND CONDITIONS

A. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

B. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

D. AUDIT. Contractor agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7.)

E. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

F. DISPUTES. Contractor shall continue with the responsibilities under this Agreement during any dispute.

G. TERMINATION FOR CAUSE. The Authority may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Authority may proceed with the work in any manner deemed proper by the Authority. All costs to the Authority shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

H. INDEPENDENT CONTRACTOR. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

I. NON-DISCRIMINATION CLAUSE. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. TIMELINESS. Time is of the essence in this Agreement.

K. GOVERNING LAW. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

L. UNENFORCEABLE PROVISION. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

2. CONTRACTOR CERTIFICATIONS

A. STATEMENT OF COMPLIANCE. Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103.)

B. DRUG-FREE WORKPLACE REQUIREMENTS. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

ii. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above.
(GC 8350 et seq.)

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. EARLY TERMINATION

- A. This Agreement may be terminated at any time by mutual agreement of the parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for the convenience of the Authority.
- C. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims After Early Termination. The Contractor shall release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

2. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

3. SUBCONTRACTING

- A. Upon prior approval of the Authority, Contractor may subcontract a portion of the Work. City shall identify in writing the rates for any approved subcontractor. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing work. Unless specifically noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.
- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. Contractor shall be responsible for any and all acts and omissions of its subcontractors and their employees.
- C. Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor. The Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

4. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- B. All calculations, drawings, and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the Project.
- C. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification or misuse by the Authority of any data provided by the Contractor under this Agreement. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

5. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- B. The Authority and the Contractor agree to protect designated confidential or privileged information intended by the Authority and Contractor to remain so protected, while facilitating the sharing of information as part of both parties' efforts. Use of data files constitutes agreement on the part of the Contractor to maintain confidentiality if exempt under the California Public Records Act, subject to Government Code Section 6254.5(e). Confidential information shall not be shared with third parties without consultation and approval from the Authority.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

6. PUBLIC RECORDS; CONFLICTS OF INTEREST

- A. This Agreement shall not limit nor infringe on either party's duty to comply with the California Public Records Act, Government Code Section 6250 et seq.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Organizational Conflict of Interest Policy.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

7. STOP WORK

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor require the Contractor to stop all or any part of the work tasks in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- C. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority's Contract Manager canceling the stop work order. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work notice.

8. SETTLEMENT OF DISPUTES

The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

9. HEADINGS

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

10. WAIVER

Failure to enforce any provision of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

4. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

5. SITE VISITS

The Contractor acknowledges that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

6. SAFETY OVERSIGHT

To the extent applicable, the Contractor shall comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

7. ENVIRONMENTAL PROTECTION

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- C. **Energy Conservation.** The Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities.** The Contractor will not use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection.** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions.** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

8. CIVIL RIGHTS

The following requirements apply to this Agreement:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age, or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 - i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 *et seq.* (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements FRA may issue.

- ii. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements FRA may issue.
- iii. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements FRA may issue.

The Contractor will not discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Contractor also will include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

9. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel,

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

terminate, or suspend the Agreement if any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

10. ENFORCEABILITY

If the Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

11. PROHIBITION ON USE OF ARRA FUNDS

Contractor agrees in accordance with ARRA Section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

12. ACCESS AND INSPECTION OF RECORDS

- A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
 - i. Access and reproduce any books, documents, papers, and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; and
 - ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to Title 49 Code of Federal Regulation Section 18.26(i)(11), Title 49 Code of Federal Regulations Section 19.26, or OMB Circular A-133 Compliance Supplement, (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts, and reports required under this Agreement.
- C. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 United States Code Section 552(a).

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

The Contractor shall include this provision in all lower-tier subcontracts.

13. WHISTLEBLOWER PROTECTION

Contractor and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the State, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. Gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

Contractor and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

14. FRAUD AND FALSE CLAIMS ACT

Contractor shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15. LABOR PROVISIONS

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 *et seq.*), the Railway Labor Act (43 U.S.C. 151 *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 *et seq.*) To the extent required by 49 U.S.C. 24405(b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

16. LABOR PROTECTIVE ARRANGEMENTS

The Contractor will comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836. with respect to employees affected by actions taken in connection with the Project. The Contractor also will include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.