

FY19 AB2766 Motor Vehicle Emissions Reduction Program

**Grant Agreement No. 19-04**

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<b>Attachment 2</b>	<b>Special Grant Conditions-- (Up to 2 pages).</b> This Attachment lists any special grant conditions applicable to Grantee, based on the grant application submitted by Grantee, grant award conditions and applicable AB2766 Grant Program requirements.
<b>Attachment 3:</b>	<b>Conflict of Interest Certification – (One page).</b>
<b>Attachment 4:</b>	<b>Instructions for Completing Grant Agreement, Reimbursement Requests, and Reports – (Three pages).</b> This attachment provides detailed instructions for completing and returning this grant agreement for execution by District. It also provides instructions for invoicing and reporting, as well as a description of how District shall reimburse grantee for eligible project costs.

*This concludes the Table of Contents page*

## FY19 AB2766 Motor Vehicle Emissions Reduction Program

# Grant Agreement

Between

The Monterey Bay Unified Air Pollution Control District

And

*City of Salinas***Grant Agreement Number: 19-04****Project Title: East Boronda Roundabouts Project**

The Monterey Bay Unified Air Pollution Control District (hereinafter, "District") and *City of Salinas* (hereinafter, "Grantee") enter into this Agreement (hereinafter, "Agreement") to implement the Project entitled *East Boronda Roundabouts Project* (hereinafter, "Project") as described herein. The purpose of the Agreement is to reduce emissions of motor vehicles in accordance with Assembly Bill 2766 (California Health and Safety Code §§44220-44247) through implementation of the Project by Grantee, funded in part by AB2766 funding as agreed herein.

**A. General Agreements**

1. This Agreement shall be comprised of the Grant Agreement No. *19-04* and Attachments 1, 2 3 and 4.
2. The term of this Agreement ("Term") shall begin the date the Agreement is last signed by either party ("Start Date") and end on the date the grant agreement expires ("Completion Date").
3. To be eligible for reimbursement, expenditures shall be incurred solely during the Term of the Agreement.
4. Once the grant agreement has fully been executed, the grant award cannot be increased.
5. Expenditures for administration of the grant shall not exceed 5% of the grant award.
6. Grantee hereby promises that all other funds shown as "secured" in Attachment 1 of this Agreement have been appropriated by Grantee or awarded to Grantee after adoption of its current annual budget.
7. Secured funds shall be available for expenditure on the Project by March 31, 2019.
8. Grant-eligible expenditures are identified in the Attachment 1 Budget section of this Agreement.
9. Total funding by the District pursuant to this Agreement shall not exceed **\$400,000**.
10. Any final reimbursement may be withheld prior to the submittal by the grantee of a final report as defined in section D of this grant agreement.

**B. Grantee Obligations***Grantee shall:*

1. Execute and deliver this Agreement to the District no later than **March 31, 2019**
2. Implement the Project in accordance with the scope, budget and schedule specified herein.



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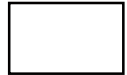
3. Comply with all applicable District, federal, state and local laws and regulations, and obtain all permits, approvals or clearances required to implement the Project, including any necessary District permits.
4. Collect and report travel activity and other pertinent data, keep records and submit supporting expense documentation in accordance with the terms of this Agreement.
5. Request reimbursement for grant-eligible expenditures in accordance with Attachment 4, thereby affirming that grant-eligible expenditures have been incurred for the purposes specified in the request.
6. Provide supporting documentation for expenditures to the District in a manner and form satisfactory to District staff.
7. Request reimbursement for grant-eligible expenditures prior to the Completion Date, in accordance with Attachment 4.
8. Assist District staff in inspecting and reviewing the Project.
9. To obtain a final reimbursement of eligible expenditures for the grant amount, Grantee shall:
  - (a) Submit a reimbursement request for those expenditures if not previously invoiced;
  - (b) Submit a Final Report for the Project, satisfactory to the District, in accordance with Attachment 2 and 4 and;
10. Fulfill any other obligations, for which Grantee is responsible, specified in this Agreement.
11. Grantee shall defend, indemnify and hold harmless the District, its officers and employees from and against any liability or costs of any type, including attorney's fees, arising out of or related to Grantee's performance under this Agreement, except for liability or costs arising out of the sole negligence of the District, its officers or employees.
12. Grantee *must* formally submit in writing any requests to amend or modify the grant agreement, the project budget or project schedule.

**C. District Obligations*****District shall:***

1. Reimburse grant-eligible expenditures incurred by Grantee to implement the Project, provided they are documented in a reimbursement request submitted in accordance with the terms of this Agreement.
2. Disburse payment within 30 calendar days of District approval of each Grantee reimbursement request unless otherwise specified in Attachment 2.
3. Promptly respond to questions regarding the Agreement's terms and conditions, including, but not limited to: eligible expenses, reimbursement requests and reports.
4. Fulfill any other obligations, for which the District is responsible, specified in this Agreement.

**D. Reports**

1. Grantee shall submit Quarterly Reports regardless of whether or not quarterly reimbursements are requested.
2. Quarterly reports submitted shall cover each three month period from Start Date to Completion Date, in accordance with Attachment 4.



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- 3. For all projects, a Final report shall be submitted at the completion date of the project, in accordance with Attachment 4.

**E. Grant Agreement and Obligation Period**

- 1. This Agreement shall expire on the Completion Date and may be extended one time only upon written request and approval by the District Board of Directors. The grant agreement shall then be amended to reflect the new Completion Date.
- 2. If Grantee has an unreimbursed grant award balance after the end of the Term, this Agreement shall terminate without notice and the District shall have no obligation to make any further reimbursement to Grantee.

**F. Notices and Correspondence**

Correspondence or notices required by this Agreement shall be sent via First Class Mail or facsimile to the individuals and addressees specified below:

**District:** Richard Stedman, Air Pollution Control Officer  
 Attention: Alan Romero  
 24580 Silver Cloud Court, Monterey, CA 93940  
 Tel: (831) 647-9411 FAX (831) 647-8501 email: aromo@mbuapcd.org

**Grantee:** ~~Michael Ricker~~ Ray E. Corpuz Jr., City Manager  
Environmental Resources Planner Attention: Josie Lantaca  
200 Lincoln Avenue  
Salinas, CA 93901  
mikeri@ci.salinas.ca.us diosefe@ci.salinas.ca.us  
(831) 758-7450-7185

**G. Assignment and Delegation**

Except as provided in Attachment 2, herein, this Agreement and all associated benefits, including capital or equipment reimbursed in whole or part by AB2766 grant funds, and any duties, obligations or liabilities arising therein, may not be assigned or delegated during the Project or five years from the Start Date, whichever occurs first, without the prior written consent of the District.

**H. Severability**

If any clause or term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**I. Entire Agreement**

- 1. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement concerning the subject matter herein.
- 2. Amendments to this Agreement shall be proposed in writing by either party and to become effective, shall be signed and dated by both District and Grantee.



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3. Oral representations by either party or their representatives shall have no force or effect.

**J. Termination**

- 1. The District shall have the right to terminate this Agreement without prior notice if Grantee causes or fails to prevent any of the following:
  - (a) Failure to perform in a timely, professional or competent manner;
  - (b) Failure to make reasonable progress in implementing the Project;
  - (c) Material breach or failure to abide by any term or condition of the Agreement;
  - (d) Assignment of any benefits or delegation of any duties associated with this Agreement to a third party except as provided in Attachment 2;
  - (e) Failure to report any conflict of interest as required by Attachment 3, herein or
  - (f) Bankruptcy or dissolution of Grantee.
- 2. The District shall determine whether cause exists for termination and if so, shall issue a Stop Work Notice to Grantee, followed within three working days by a Notice of Termination, which shall specify a termination date.
- 3. Upon receipt of a District Stop Work Notice or a Notice of Termination, Grantee shall immediately stop work on all activities requiring reimbursement under this Agreement, unless the Notice includes directions as specified immediately below in Section 4.
- 4. If so stated in the Stop Work Notice or a Notice of Termination, the Grantee may continue to incur grant-reimbursable expenditures through the termination date specified in the Notice, to ensure:
  - (a) Continuation of any grant-funded activity needed to maintain air quality or reduce vehicular emissions; and
  - (b) Continuation of any grant-funded activity needed to discharge Grantee obligations if specified in the Notice of Termination.
- 5. Breach of any material term of this Agreement by Grantee shall be considered a breach of the entire Agreement.

**K. Acceptance**

The undersigned attest to being the duly authorized representatives of the parties to this Agreement, and further attest to having read this Agreement in its entirety and covenants to comply with all its terms and conditions.

Authorized signature for Grantee:

For the District:

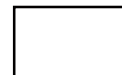
\_\_\_\_\_  
Ray E. Corpuz Jr.  
City Manager

\_\_\_\_\_  
Richard A. Stedman  
Air Pollution Control Officer (APCO)

Date: \_\_\_\_\_.

Date: \_\_\_\_\_.

Grant Expiration Date: \_\_\_\_\_.



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## ATTACHMENT 1 - PROJECT DESCRIPTION, BUDGET AND SCHEDULE FY19 AB2766 Motor Vehicle Emissions Reduction Program

**Project:** *19-04: East Boronda Roundabouts Project*

**Grantee:** *City of Salinas*

### Project Narrative:

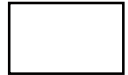
Salinas has long planned to urbanize some 2,500 acres along its former northeastern border. Towards that goal, the City has conducted several steps, including annexation of the land just north of East Boronda Road, commonly referred to as the future growth area (FGA). Plans for the FGA include approximately 11,500 housing units with nearly 50,000 new residents. Once built this development would become the third largest community in the tri-county area--smaller in population only to the cities of Salinas and Santa Cruz. Projected traffic volumes could exceed 114,000 vehicle trips per day. Given the potential air quality impacts alone, ensuring that this development is both smart and sustainable is therefore critically important.

Conventional roadway design often results in adverse air quality impacts. Signalized intersections compress traffic, stall movement and increase air pollutant emissions from vehicle travel, idling at stop and acceleration/deceleration. Whereas intersection designs employing roundabouts have proven to generate substantially less air pollution. East Boronda Road is the main arterial servicing the planned development. The Boronda Road Project will occur in three phases. The first phase of the project would include widening of East Boronda Road from just east of Dartmouth Way to approximately 1,900 feet east of McKinnon Street for a total length of approximately 3,500 feet. It would also include a roundabout at the intersection of McKinnon Street and East Boronda Road. Existing agricultural and roadside drainage ditches situated along the north side of East Boronda Road would be relocated to the north to accommodate the roadway widening. The second phase of the project would continue the widening of east Boronda Road from the Phase 1 limit to approximately 1,100 feet east of Natividad Road. It would also include roundabouts at the intersections of El Dorado Drive and Natividad Road. The remainder of the improvements including the widening of the bridge crossing Gabilan Creek, and the construction of a roundabout at the intersection of Independence Boulevard and East Boronda Road would be constructed as the last phase of the project

The City's engineering consultants project roadway improvement *construction costs* at approximately \$24 million. District funding will be for financial support to cover approximately one-third (34%) of the projected cost for roadway design, and preparation of contract engineering plans and specifications for East Boronda Road Phase 1 roadway improvements, inclusive of horizontal design concepts for all four roundabouts. Salinas projects the total cost for *the roundabout project design – Phase 1*, as defined, to be \$1,273,300.

### Scope of Work:

The project will employ an intersection design that utilizes roundabouts over standard signalization control. The roundabout designs will improve travel service levels (from failing to acceptable level of service - "DA" or better) while reducing the projected amount of motor vehicle emissions. Tasks



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for this roundabout project will include preparation of the design and engineering construction drawings/ specifications to a level of 100% plans, specification and estimate (PS&E).

The four intersections on Boronda Road that will be converted to roundabouts are:

1. Boronda Road and McKinnon Street (Phase 1)
2. Boronda Road and El Dorado Street (Phase 2)
3. Boronda Road and Natividad Road (Phase 2)
4. Boronda Road and Independence Boulevard (Phase 3)

**Detailed Task Description:**

**Task 1: 65% PS&E**

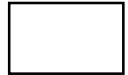
- The project team will develop the project design plan sheets to a 65% level of detail. The design plan set is expected to include a Title sheet with project information, general project notes, a survey control monumentation sheet for future staking control, typical sections and layouts for the widening of East Boronda Road to a 4-lane cross-section, storm drain facilities, bio-infiltration facilities within the median, lighting, cycle track layout and details, landscaping, pavement delineation and signing, and details related to roundabout geometrics.
- A draft list of construction specifications will be produced based on applicable City and State standards, details, and specifications as appropriate and will be formatted per Caltrans 2015 Construction Contract Specification format. Technical special provisions for a contractor prepared Storm Water Pollution Prevention Plan (SWPPP) will be included.
- Preliminary quantity takeoffs will be generated based on the draft 65% design. Relevant unit bid information will be acquired from the City and State’s “As-Bid” data. Based on this information a Draft Engineer’s Opinion of Probable Construction Costs (EOPCC) will be generated.

**Deliverables:**

- Draft 65% Design Plans
- Draft 65% Specifications
- Draft 65% EOPCC

**Task 2: 95% PS&E**

- The project team will further develop with relevant details the project design plan sheets to a 95% level of detail and contain the content listed in the 65% level of detail design plans.
- The project team will further refine the construction specifications based on City feedback, project development progress, and applicable State and City standards as appropriate. The specifications will be formatted per Caltrans 2015 Construction Contract Specifications guidelines.



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- Draft final quantities and bid prices will be reviewed and re-calculated following the completion of this layout and design task. The Engineer's Opinion of Probable Construction Costs (EOPCC) and bid sheet.

**Deliverables:**

- Draft Final 95% Plans
- Draft Final 95% Specifications
- Draft Final 95% EOPCC

**Task 3: FINAL PS&E**

- The project team will finalize design plan for construction document submittal and contain the content listed in the 95% level of detail design plans.
- Technical specifications will be finalized based on minor revisions if needed to the plans or bid items. Wallace Group will work closely with the City who will be responsible to advise if there are specific conditions that are to be reflected in the technical specifications that aren't typical sections of the bid package.
- Based upon the 95% Draft Final Plans, Reports, Specifications, and Estimate Following final quantities and bid prices reviewed and re-calculated then bid documents will be stamped, sealed, and presented to the City for advertisement for construction.

**Deliverables:**

- Final Plans
- Final Specifications
- Final EOPCC





**Project Schedule:**

<b>AB2766 Grant 19-04: City of Salinas Roundabout Project Schedule</b>													
				← 2018	2019 →								
	<b>Duration</b>	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
<b>Task 1: 65% PS&amp;E</b>	<b>88 days</b>												
Draft Plans	45 days												
Draft Technical Specifications	5 days												
Draft EOPCC	14 days												
QA/QC and comment resolution	7 days												
Draft PS&E Submittal	1 day												
City Review	15 days												
Draft PS&E Review meeting	1 day												
<b>Task 2: 95% PS&amp;E</b>	<b>85 days</b>												
Draft Final Plans	40 days												
Draft Final Technical Specifications	10 days												
Draft Final EOPCC	10 days												
QA/QC and comment resolution	3 days												
Draft Final PS&E Submittal	1 day												
City Review	20 days												
Draft Final PS&E Review meeting	1 day												
<b>Task 3: Final PS&amp;E</b>	<b>121 days</b>												
Final Plans	22 days												
Final Technical Specifications	7 days												
Final EOPCC	7 days												
Final PS&E Submittal	1 day												
City Council Agenda Prep for Approval	16 days												
City Council Meeting for Bid Approval	1 day												
Prepare Bid Package	35 days												
Bidding Assistance	30 days												
City Council Meeting for Bid Award	2 days												

*This concludes Attachment 1*

Initials:

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**ATTACHMENT 2: SPECIAL GRANT CONDITIONS  
FY19 AB2766 Motor Vehicle Emissions Reduction Program**

**Project:** *19-04: East Boronda Roundabouts Project*

**Grantee:** *City of Salinas*

**The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this Agreement and are listed below:**

- 1. GRANTEE shall notify the District of all vendor solicitations prior to the contract award for this project and provide a copy of the RFP.*
- 2. GRANTEE shall, in conjunction with the "Task Deliverables" section of the grant agreement, evaluate and assess the post-project Level of Service (LOS) of the roundabouts.*
- 3. GRANTEE shall immediately notify the District of any schedule delays. Quarterly reports shall include project milestone chart updates and task completions.*
- 4. GRANTEE shall commit to construction of the Phase 1 roundabout project after final agency approvals. Failure to begin construction of the roundabouts according to the contract schedule by the end of year 2021 (or by the end of the extension period if requested by Grantee) shall require the Grantee to refund all reimbursements made by the District to the Grantee. Any amount refunded to the District shall be negotiable between the City of Salinas and the District and shall not exceed \$130,745.*
- 5. GRANTEE shall re-baseline ROG, NOx, and PM emissions after the roundabout project is completed with data submitted to the District.*
- 56. GRANTEE shall identify and acknowledge the District as the source of grant funding in all literature, press releases or media events regarding the project.*

*This concludes Attachment 2*

**ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION  
FY19 AB2766 Motor Vehicle Emissions Reduction Program**

**Project:** *19-04: East Boronda Roundabouts Project*  
**Grantee:** *City of Salinas*

I certify that no Principal, Director, or Executive of the Grantee is a member of the District Board of Directors, District Advisory Committee, District Hearing Board, any other District committee, nor is a member of the District staff, unless listed below.

I further certify that no principal of the Grantee has an economic relationship with a member of the Board of Directors, Advisory Committee, Hearing Board, or any member of the District staff, unless listed below.

Disclosure of any said memberships or economic relationships is required. Non-disclosure may result in immediate termination of this Agreement by District, without prior notice.

List of conflicts disclosed:

Grantee Principal, Director, or Executive:	Basis of conflict
<u>Steve McShane</u>	.
.	.
<u>Bay Air Resources District</u>	<u>Board Member _____, Monterey</u>
_____.	_____.
_____.	_____.
_____.	_____.

For the Grantee

\_\_\_\_\_  
Signature

Ray E. Corpuz Jr.

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_.

*This concludes Attachment 3*

| **Grant Acceptance Agreement**

February 21, 2019~~February 14, 2019~~

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**Grantee Initials:**