

RESOLUTION NO. 2021-99

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND
MARINA COAST WATER DISTRICT (MCWD) FOR THE
REIMBURSEMENT OF CONSTRUCTION AND ADMINISTRATIVE COSTS
FOR PHASE 3 (SLURRY SEAL) OF THE CITY'S ANNUAL RESURFACING
PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENTS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance. At the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program; and

WHEREAS, the City Annual Street Resurfacing Project was divided the 2020 Reservation Road Pavement Rehabilitation Project, Flower Circle Reconstruction Project, Microsurfacing/Chip sealing and construction of American with Disability Act (ADA) compliant curb ramps Project, and Slurry Sealing Project. The 2020 Reservation Road Pavement Rehabilitation Project, Flower Circle Reconstruction Project have been completed. Approval of the attached reimbursement agreement will allow for the construction of the Slurry Sealing Project; and

WHEREAS, MCWD has awarded their Regional Urban Water Augmentation Project ("RUWAP") to local construction company Monterey Peninsula Engineering, Inc. that is currently permitted by the Public Works Department for construction and pavement restoration on various City streets. MCWD has proposed their construction contractor to expand their pavement restoration scope of work to encompass the roadways identified in the City's Pavement Management Program for Slurry Sealing, see **Exhibit A**; and

WHEREAS, staff has evaluated construction and administrative costs and conclude that public contract code and prevailing wage requirements are effective for MCWD's proposal. Based on engineering estimates, the construction cost savings under this reimbursement agreement is over \$200,000 due to a good unit price for slurry sealing, economy of scale, and reduced City administrative expenditures; and

WHEREAS, the Agreement's total reimbursement fee for construction and administrative costs are not to exceed \$417,215.00. Should the Council approve this request, there is an adequate fund balance in the City's Capital Improvement Program (CIP) APR1801 to cover the reimbursement costs; and

WHEREAS, The City of Marina Planning Division determined that this action, approving construction for the City of Marina Annual Street Resurfacing 2021 Phase 3 (Slurry Seal) is Categorically Exempt under CEQA Guidelines per Article 19, Section 15301, Class 1 because the project consists of repair and maintenance of existing public structures and facilities with no expansion of use, and;

WHEREAS, this request is submitted for City Council consideration and possible action. This project is an approved CIP project and is consistent with the City Council approval of Resolution No. 2019-54.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve an agreement between the City of Marina and Marina Coast Water District (MCWD) for the reimbursement of construction and administrative costs for Phase 3 (Slurry Seal) of the City's Annual Resurfacing Project; and
2. Authorize the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 8th day of September 2021, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

EXHIBIT A TO
STAFF REPORT



LOC NO. #	ROAD	BEGINNING	END	ESTIMATED LENGTH (FT)	ESTIMATED WIDTH (FT)	TOTAL AREA (SF)
1	HUNTINGTON PL	LAKEWOOD DR	END OF ROAD	210	44	9,240
2	CARDOZA AVE	RESERVATION RD	END OF ROAD	2,660	63	167,580
3	ABDY WAY	HEALY AVE	AARON WY	900	41	36,900
4	HEALY AVE	ABDY WY	PAUL DAVIS DR	530	22	11,660
5	HEALY AVE	PAUL DAVIS DR	MARINA DR	260	36	9,360
6	SEAN CT	MICHAEL DR	END OF ROAD	500	47	23,500
7	COVE WAY	DOLPHIN CIR	END OF ROAD	700	44	30,800
8	PEBBLE PL	DOLPHIN CIR	END OF ROAD	200	52	10,400
9	SANDPIPER WAY	DOLPHIN CIR	END OF ROAD	360	47	16,920
10	JUNIPER CT	DOLPHIN CIR	END OF ROAD	100	69	6,900
11	LILLIAN PL	MARINA DR	END OF ROAD	675	48	32,400
12	MICHAEL DR	141' N/O HARBEN CIR	SELLS CT	185	36	6,660
13	BARBARA CIR	FITZGERALD CIR	END OF ROAD	340	41	13,940
14	KONA CIR	HILO CIR	END OF ROAD	310	44	13,640
15	ROBIN DR	LAKE DR	WEST END	1,030	48	49,440
16	MIMI CT	ROBIN DR	END OF ROAD	280	44	12,320
17	VISTA DEL SUR	SUSAN AVE	END OF ROAD	140	32	4,480
18	SUSAN AVE	PENINSULA DR	MELANIE RD	1,700	32	54,400
19	PENINSULA DR	SUSAN AVE	VISTA DEL CAMINO	315	32	10,080
20	MARTIN CIR	VISTA DEL CAMINO	N CDS	390	35	13,650
21	VISTA DEL CAMINO CIR	171' N/O GEORGE WY	SOUTH END	570	39	22,230
22	QUEBRADA DEL MAR RD	COSTA DEL MAR RD	CRESCENT AVE	790	38	30,020
23	QUEBRADA DEL MAR RD	CRESCENT AVE	TALLMON ST	835	38	31,730
24	SIRENA DEL MAR RD	COSTA DEL MAR RD	CRESCENT AVE	815	39	31,785
25	SIRENA DEL MAR RD	CRESCENT AVE	QUEBRADA DEL MAR RD	700	38	26,600
26	TALLMON ST	CRESCENT AVE	SIRENA DEL MAR RD	1,300	35	45,500
27	LAKE CT	SR 1	END OF ROAD	1,025	32	32,800
28	ZANETTA DR	REINDOLLAR AVE	HILLCREST AVE	700	39	27,300
29	MORSE CT	CRESCENT AVE	EAST END	125	30	3,750
30	NOT USED					
31	ELLIS CT	SALINAS AVE	END OF ROAD	475	35	16,625
32	FOXROT RD	NEESON RD	END	475	22	10,450
33	INDIAN RD	NEESON RD	END	349	24	8,376
34	JULIET RD	NEESON RD	END	305	26	7,930
35	PARSON CIR	REINDOLLAR AVE	SOUTH END	600	31	18,600
36	CONCORD CT	EDDY ST	END OF ROAD	490	37	18,130
37	BAYER DR	BOSTICK AVE	RIDGEVIEW AVE	975	37	36,075
38	FERRIS CIR	JEAN ST	END OF ROAD	450	38	17,100
39	NOT USED					
40	RENDOVA RD	THIRD AVE	MARINA HIGH SCHOOL	1,350	27	36,450
41	THIRD AVE	TWELFTH ST	RENDOVA RD	1,350	29	39,150

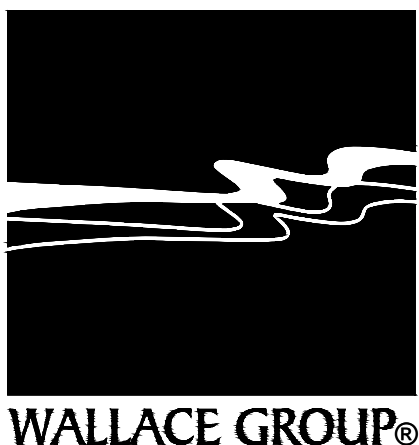


211 Hillcrest Avenue
Marina, CA 93933

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ 1" = 1000'
VERT N/A
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS
0 1 2

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
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CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

PROJECT ENGINEER

PLANS APPROVAL DATE



CITY OF MARINA ANNUAL STREET
RESURFACING 2021, PHASE 3

LAYOUT
L-1

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
PKM	PKM	EMC	1585-0001	3	4

FILE NAME: 1585-0001-LAY1.DWG
7/27/2021 11:30 AM
ELVIE CAMACHO

**REIMBURSEMENT AGREEMENT BY AND BETWEEN
MARINA COAST WATER DISTRICT AND THE CITY OF MARINA
FOR REHABILITATION OF CITY STREETS**

This Reimbursement Agreement (“Reimbursement Agreement”) is entered into this _____ day of _____, 2021, (the “Effective Date”) by and between the Marina Coast Water District, A California county water district (“MCWD”) and the City of Marina (the “City”), a California municipal corporation. MCWD and the City are sometime hereinafter individually referred to as “Party” and/or collectively referred to as the “Parties.”

RECITALS

- A. On June 15, 2020 MCWD approved the Regional Urban Water Augmentation Project (“RUWAP”) and since that date has engaged with various contractors and professionals for the purposes of RUWAP construction.
- B. City desires to have MCWD use MCWD’s existing contractors, which are in the process of resurfacing of certain roadways impacted by the RUWAP, for the purpose of resurfacing portions of City’s roadways which were not contemplated within the RUWAP approval and has obtained all required permits for such work (Encroachment Permit # 2354 & 2355). Those portions of the City’s roadways which are the subject of this Reimbursement Agreement are listed and shown on **EXHIBIT A**, attached hereto and incorporated herein by this reference (the “Project”).
- B. It is in the public interest for MCWD and the City to enter into this Reimbursement Agreement in order to coordinate the planning, construction and funding of the Project, thereby providing benefits to residents of the City and the general motoring public on the City’s streets.
- C. The Project is located within the jurisdictional boundaries of both Parties.
- D. The City desires to have MCWD’s RUWAP contractors develop and implement the Project, to coordinate the work of the Project and to reduce costs the City would otherwise incur were it to bid and hire its own contractors for the Project.
- E. MCWD will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the Project on behalf of the City.

F. The Parties desire to define herein the terms and conditions under which said Project is to be administered coordinated, constructed, managed and financed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Project Description

(a) MCWD has advertised, awarded, and is administering a public works contract for the RUWAP and will include the required change order(s) to include the work of the Project described in this Reimbursement Agreement. All work done in connection with the Project shall be performed in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. The contract is subject to the prevailing wage requirements of the California Labor Code.

(b) The Project calls for resurfacing of the roadways listed and shown on **EXHIBIT A**, a total of 4.8 miles, which are owned and maintained by the City. MCWD has agreed to include and execute change orders such that the Project can be constructed by MCWD's RUWAP contractors, and City agrees that it will pay MCWD the amounts set forth in Section 3(a) of this Reimbursement Agreement. The roadways listed on **EXHIBIT A** are in need of rehabilitation given their current condition. Based on StreetSaver, the pavement management database used by the City, the average pavement condition index on these roadways is 67.

(c) The work to be performed under this Reimbursement Agreement will consist of mobilization, placing a slurry seal treatment and striping, traffic control associated with construction, and stormwater best management practices. The work to be performed is more fully described in the documents entitled "Scope of Work" and "Contractor's Quote" set forth in **EXHIBIT B**, attached hereto and by this reference made a part hereof.

2. MCWD'S Obligations.

(a) To administer construction of the Project. Administration shall include preparation of specifications, contract documents and cost estimates; notification of local businesses; coordination with various agencies as needed; obtaining permits; administering the

construction agreement; providing materials control; and making progress payments to the contractor.

(b) To provide the City with final specifications and contract documents for the Project.

(c) Not to authorize its contractors to perform work which would result in any additional cost above and beyond the agreed amount as set forth in this Reimbursement Agreement without prior agreement and written approval from the City, which shall not be unreasonably withheld.

(d) To cause the contractor to provide a written warranty period of one (1) year from the acceptance date.

(e) To cooperate with the City should the City raise any reasonable issues concerning the contractor's work that requires correction prior to acceptance or within the warranty period, provided MCWD is reimbursed any reasonable expenses in connection with this obligation.

3. City's Obligations.

(a) To pay the City's agreed-upon Project costs to MCWD, including MCWD's engineering, construction and other administrative services. City's agreed-upon Project cost payable to MCWD shall not exceed the amount of Four Hundred Seventeen Thousand Two hundred fifteen Dollars (\$417,215.00). This shall include a unit price of \$3 per square yard of slurry application not to exceed \$364,786.00 for construction, \$14,500.00 for construction management services, and a 10% administrative cost to MCWD.

(b) To pay MCWD the Project costs within fifteen (15) business days of receiving and approving the detailed invoice from MCWD provided the following conditions are met:

1. The Project has been completed and the City has provided MCWD with written acceptance of the work; and
2. The detailed invoice sets for the cost of construction of all Project work, based on the actual contract unit prices paid and negotiated change orders(s), if any.

(c) City, at City's own cost and expense, shall comply with all California Environmental Quality Act ("CEQA") laws and regulations with regards to City's approval of the Project. City agrees to defend, indemnify, hold harmless and release MCWD, its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, the City's approval of the Project or environmental documents submitted to support it.

4. Billing Disputes. The City shall submit any billing dispute in writing to MCWD within fifteen (15) calendar days after receipt of the invoice. The Parties shall endeavor to timely resolve any such dispute and thereby allow payment of the balance due within a reasonable amount of time, although in the event of an unresolved dispute, City shall pay the invoice amount to MCWD within thirty (30) business days of receipt of invoice while the parties continue to resolve the dispute.

5. No Pledging of Either Party's Credit. Under no circumstances shall either MCWD or the City have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

6. Term. Unless otherwise modified by a written amendment to this Reimbursement Agreement, the term of this Reimbursement Agreement shall be one (1) year from the Effective Date or until the Project acceptance by both parties and final payments of all outstanding balances.

7. Ownership and Maintenance.

(a) Upon completion and acceptance by the City of all work under this Reimbursement Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the Project will be vested in the City, and no further agreement will be necessary to transfer ownership.

(b) This Reimbursement Agreement does not change or delegate any authority or responsibility between MCWD and the City regarding any roadway maintenance, operation or further repair responsibility.

8. Independent Contractor. Any contractor(s) hired by either Party to perform the work included in the Project shall not be an agent or employee of either Party and will perform such work as an independent contractor. All persons employed by or contracted with such

contractor(s) to furnish labor and/or materials in connection with the work of the Project shall not be employees of either Party in any respect.

9. Insurance. It is mutually understood that during the term of the construction activities on the Project, MCWD will require the contractor to carry commercial general liability in amounts of not less than Two Million Dollars (\$2,000,000.00); automobile liability in an amount of not less than One Million Dollars (\$1,000,000.00); and a Workers' Compensation/Employer's Liability Insurance policy in accordance with California statutory limits for workers' compensation coverage and in an amount no less than One Million Dollars (\$1,000,000) for employer's liability coverage.

MCWD agrees to include in its contract specifications, by change order or otherwise, a requirement that all contractors and subcontractors shall name the City as "additional insured" on all liability coverages. MCWD agrees to provide to the City a copy of the insurance certificate within ten (10) business days of the signing of this Reimbursement Agreement.

10. Indemnity/Hold Harmless. In addition to City's indemnity obligation specified in section 3(c), the Parties do hereby mutually agree to indemnify, defend, save, and hold harmless the other and their respective officers officials, agents, employees, contractors, or subcontractors from any and all liabilities, claims, demands, debts, damages, suits, actions and cause of action of whatsoever kind, nature, or sort, including but not by way of limitation, for wrongful death, and for the expenses of defense of said parties, and each of them and the payment of attorney's fees in any such action, arising out of, or in any manner connected with any negligent act or omission of such indemnifying party or its contractors or subcontractors, done or performed in connection with such party's duties and obligations hereunder. It is the mutual intention of the Parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, officials, agents, employees, contractors, or subcontractors. The provisions of this indemnity shall survive the expiration or termination of this Reimbursement Agreement.

11. Records Retention MCWD agrees to keep all Project contracts and records for a period of not less than three years from the date notice of completion is filed by MCWD for the Project. MCWD also agrees that all such files and records shall be made available to the City and its designees upon its reasonable request.

12. Project Manager/Project Administrator.

(a) MCWD designates Don Wilcox, Senior Engineer as its Project Manager who shall coordinate all phases of the Project. The Project Manager shall be available to City at all reasonable times during the Reimbursement Agreement term.

(b) City designates as its Project Administrator Brian McMinn, Public Works Director/City Engineer who shall have the authority to act for the City under this Reimbursement Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Reimbursement Agreement.

13. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile (Fax) machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to MCWD: Marina Cost Water District
11 Reservation Road
Marina, CA 93933
Telephone: (831) 384-3161
Fax: (831) 883-5995

If to Marina City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Telephone: (831) 884-1224
Fax: (831) 384-9148

Notices sent in accordance with this section shall be deemed delivered upon the next business day following the: (1) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (2) the date of actual receipt (if personally delivered by other means); (3) date of transmission (if sent by telecopier or facsimile machine; or (4) the date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

14. Severability. If any term, provision, condition, or covenant of this Reimbursement Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
15. Statutes and Law Governing. This Reimbursement Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.
16. Waiver. The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.
17. No Third Party Beneficiary. This Reimbursement Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
18. Captions. The captions of the various sections of this Reimbursement Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Reimbursement Agreement.
19. Counterparts. This Reimbursement Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party thereto, each shall be deemed an original, but all of which constitute one and the same instrument.
20. Entire Agreement. This Reimbursement Agreement contains the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null and void.
21. Other Agreements. This Reimbursement Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Reimbursement Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Reimbursement Agreement shall become operative on the effective date.

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be signed on the dates written below:

MARINA COAST WATER DISTRICT

CITY OF MARINA

Remleh Scherzinger
General Manager

Layne Long
City Manager

Date: _____ 2021

Date: _____ 2021

ATTEST:

ATTEST:

Paula Riso
Clerk to the Board

Anita Shepherd- Sharp
Deputy City Clerk

APPROVED AS TO FORM:

Roger Masuda
District Legal Counsel

Robert W. Rathie
For the City Attorney

EXHIBIT A

List/Map of Roadways to be resurfaced under this Reimbursement Agreement.

EXHIBIT B

“Scope of Work” and “Engineer’s Estimate.”

DRAFT

September 1, 2021

Item No. **9g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 8, 2021

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2021-, APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND MARINA COAST WATER DISTRICT (MCWD) FOR THE REIMBURSEMENT OF CONSTRUCTION AND ADMINSTRATIVE COSTS FOR PHASE 3 (SLURRY SEAL) OF THE CITY'S ANNUAL RESURFACING PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2021-, approving an agreement between the City of Marina and Marina Coast Water District (MCWD) for the reimbursement of construction and administrative costs for Phase 3 (Slurry Seal) of the City's Annual Resurfacing Project, and;
2. Authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance. At the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program.

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ANALYSIS:

MCWD has awarded their Regional Urban Water Augmentation Project ("RUWAP") to local construction company Monterey Peninsula Engineering, Inc. that is currently permitted by the Public Works Department for construction and pavement restoration on various City streets. MCWD has proposed their construction contractor to expand their pavement restoration scope of work to encompass the roadways identified in the City's Pavement Management Program for Slurry Sealing, see **EXHIBIT A**.

Staff has evaluated construction and administrative costs and conclude that public contract code and prevailing wage requirements are effective for MCWD's proposal. Based on engineering estimates, the construction cost savings under this reimbursement agreement is over \$200,000 due to a good unit price for slurry sealing, economy of scale, and reduced City administrative expenditures.

FISCAL IMPACT:

The Agreement's total reimbursement fee for construction and administrative costs are not to exceed \$417,215.00. Should the Council approve this request, there is an adequate fund balance in the City's Capital Improvement Program (CIP) APR1801 to cover the reimbursement costs.

California Environmental Quality Act (CEQA)

The City of Marina Planning Division determined that this action, approving construction for the City of Marina Annual Street Resurfacing 2021 Phase 3 (Slurry Seal) is Categorically Exempt under CEQA Guidelines per Article 19, Section 15301, Class 1 because the project consists of repair and maintenance of existing public structures and facilities with no expansion of use.

CONCLUSION:

This request is submitted for City Council consideration and possible action. This project is an approved CIP project and is consistent with the City Council approval of Resolution No. 2019-54.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina