

Attachment A

**COST SHARING AGREEMENT BETWEEN THE
CITY OF CARMEL-BY-THE-SEA AND COUNTY OF MONTEREY
FOR THE PAVEMENT REHABILITATION OF THE PORTION OF OCEAN AVENUE
BETWEEN CABRILLO HIGHWAY AND CARPENTER STREET**

This Cost Sharing Agreement (the “Agreement”) by and between the City of Carmel-by-the-Sea, a California general law city and municipal corporation (hereinafter “City”), and the County of Monterey, California, (the “County”), collectively the “Parties.” This Agreement shall be effective as of the date of the last signature of the Agreement (“Effective Date”).

RECITALS

WHEREAS, the City proposes to construct pavement improvements, on Ocean Ave; and

WHEREAS, a portion of Ocean Avenue lies outside the City limits and within unincorporated County Right-of-Way; and

WHEREAS, the County requested the City include within the scope of its work rehabilitation of the pavement for the 1,015-foot portion of Ocean Avenue (“Pavement Rehabilitation”) that lies within the unincorporated County Right-of-Way just west of Cabrillo Highway, California State Route 1, also known as the Pacific Coast Highway. The pavement improvements within the unincorporated County Right-of-Way shall be referred to herein the “Project”.

WHEREAS, the City estimates the Project costs to be approximately four hundred thousand (\$400,000).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual goals and objectives contained herein, the Parties agree as follows:

1. County Reimbursement of City Costs:

The County shall reimburse the City the actual construction costs for the Project and soft costs associated therewith, the total of which is estimated to be four hundred thousand (\$400,000) as agreed to per **Exhibit A** (attached and incorporated by this reference) and shown on **Exhibit B** (attached and incorporated by this reference). The City shall notify the County when actual costs have reached four hundred thousand (\$400,000).

2. Payment of Invoices:

Invoices for reimbursement shall be submitted to the County on a monthly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the County, including but not limited to all timecards, invoices, and any conditional and unconditional waivers. County shall have the right to review and confirm that the invoices submitted by the City for reimbursement are in conformance with the terms of this Agreement prior to forwarding to the County Auditor-Controller. Payments will be made within 45 days of receipt of complete invoices (which have been determined to conform to the terms of this Agreement by Public Works, Facilities, and Parks) by the County Auditor-Controller.

3. County Utility Obligations:

The County shall coordinate and confirm all utilities within the Project area. The County shall verify that all known utilities are shown accurately. The County shall pothole excavate any utility conflicts, known and unknown, prior to the start of construction.

4. City Inspection Obligations:

The City shall be responsible for providing construction inspection services associated with construction of the Project. The City will include in the invoices to the County the cost for the construction inspection services of the Project. Quality assurance inspections provided by the County shall be coordinated with the City Superintendent and City Project Manager.

5. County Encroachment Permit Obligations:

The County shall provide a no fee encroachment permit to the City for work to be done within the County's jurisdiction throughout the duration of the Project.

6. Ongoing Maintenance Obligation:

a. County's Maintenance Obligation: The County accepts all future maintenance responsibility of the pavement within the Project area as shown on **[Exhibit B]**.

b. City's Maintenance Obligation: The City accepts all future maintenance responsibility of the pavement rehabilitation within City limits. The City's future maintenance obligation specifically includes the **300-foot portion of Ocean Avenue** that lies within the City limits. Such maintenance to be performed by the City shall be at a level that meets the standards for roads within the City.

7. Indemnity:

a. County's Indemnity Obligation: The County shall fully defend, indemnify and hold the City, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the County's ongoing maintenance obligations of the pavement in the Project area.

b. City's Indemnity Obligation: The City shall fully defend, indemnify and hold the County, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the City's ongoing maintenance obligations of the pavement rehabilitation that lies within the City limits.

8. Insurance:

The City will require all contractors and subcontractors to name the City and the County, and their officers, agents and employees as additional insureds on their general liability and automobile liability policies for work on the pavement rehabilitation on Ocean Avenue. These insurance policies must have minimum limits of \$2 million per occurrence and \$5 million aggregate and the contractors and subcontractors must provide to the City and County a certificate of insurance and endorsements confirming the additional insured coverage in the amounts specified herein.

9. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as follows:

City of Carmel-by-the-Sea

Attn: Javier Hernandez, Public Works Project Manager

City of Carmel-by-the-Sea

Public Works Department

P.O. Box CC

Carmel, California 93921

County of Monterey

Department of Public Works, Facilities and Parks

Attn: Randell Ishii, Director

1441 Schilling Place, 2nd Floor

Salinas, California 93901

(831) 784-5647

IshiiR@countyofmonterey.gov

10. General Provisions.

a. The Parties agree to execute, acknowledge and deliver any and all additional papers documents and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.

b. This Agreement may be executed in counterparts and by electronic signatures and shall have the same force and legal effect as an executed original.

COUNTY OF MONTEREY

Public Works, Facilities and Parks

By: Randell Ishii
Director of PWFP

Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blich, County Counsel

By: Signed by:
Mary Grace Perry
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 7/14/2025 | 12:46 PM PDT

Contractor's Business Name

By: Mitch Skyer, President

Date: _____

By: Kris Laseter, COO

Date: _____

Approved as to Fiscal Provisions

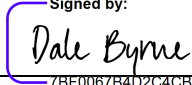
By: DocuSigned by:
Patricia Ruiz
E79EF62AE57454F6
Name: Patricia Ruiz
Title: Auditor/Controller
Date: 7/14/2025 | 1:42 PM PDT

Approved as to Indemnification and
Insurance Provisions
Office of the County Counsel
Risk Management Division
Susan K. Blich, County Counsel

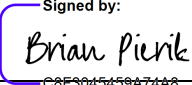
By: DocuSigned by:
David Bolton
3E7A6EF11DD8446...
David Bolton
Risk Manager

Date: 7/14/2025 | 12:52 PM PDT

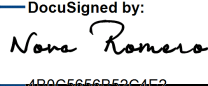
CITY OF CARMEL-BY-THE-SEA

By:  Signed by:
7BF0067B4D2C4CB... Dale Byrne
Mayor, City of Carmel-by-the-Sea

Date: 6/17/2025

By:  Signed by:
C8F3045459A74A6... Brian Pierik
City Attorney

Date: 6/17/2025

Approved as to Form
By:  DocuSigned by:
4B0C5656B52C4E2... Nova Romero
City Clerk

Date: 6/17/2025

EXHIBIT A – PRELIMINARY ESTIMATE**OCEAN AVE RESURFACING
Carmel-by-the-Sea to State Route 1**

Item No	Item Code	F S	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	170103		Clearing and Grubbing	LS	1	75,000.00	75,000.00
2	390095		Replace Asphalt Concrete Surfacing	CY	208	390.00	81,120.00
3	390132		Hot Mix Asphalt (Type A) (0.2' Thick)	TON	550	250.00	37,500.00
4	393001		Pavement Reinforcing Fabric	SQYD	1,250	2.25	2,812.50
5	394073A		Place Hot Mix Asphalt Rolled Berm	LF	90	20.00	1,800.00
6	397005		Tack Coat	TON	1	1,200.00	1,200.00
7	398200		Cold Plane Asphalt Concrete Pavement	SQYD	350	25.00	8,750.00
8	780210A		Survey Monument	EA	5	1,200.00	6,000.00
9	810230	S	Pavement Marker (Retroreflective)	EA	30	6.00	180.00
10	820130		Object Marker (Culvert Marker)	EA	3	100.00	300.00
11	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	81.25	80.00	6,500.00
12	820840		Roadside Sign - One Post	EA	13	400.00	5,200.00
13	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,960	2.00	3,920.00
14	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	131	2.50	327.50
15	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	463	9.50	4,398.50
16	846026		Remove Pavement Marking	SQFT	481	3.00	1,443.00
17	846030		Remove Thermoplastic Traffic Stripe	LF	1,111	1.00	1,111.00
18	860810	S	Inductive Loop Detectors	LS	1	10,000.00	10,000.00

F - Final Pay Item
S- Specialty Item

Subtotal	347,563
10% Contingency	34,756
Total	382,319
SAY	400,000

EXHIBIT B – LOCATION MAP

OCEAN AVE RESURFACING
Carmel-by-the-Sea City Limit to State Route 1

