

# ***San Gorgonio Pass Water Agency***

**DATE:** May 5, 2025

**TO:** Board of Directors

**FROM:** Lance Eckhart, General Manager

**BY:** Emmett Campbell, Senior Water Resources Planner

**SUBJECT:** Consideration and Approval of a Paving Agreement for Fourth Street by and Between City of Calimesa and San Gorgonio Pass Water Agency

## **RECOMMENDATION**

Authorize the General Manager to execute the Paving Agreement for Fourth Street by and Between the City of Calimesa ("City") and San Gorgonio Pass Water Agency ("SGPWA").

## **PREVIOUS CONSIDERATIONS**

- No Previous Considerations

## **BACKGROUND AND ANALYSIS**

The City of Calimesa has been actively engaged in multiple public works projects in recent years, including a major repaving initiative along County Line Road. While this project has been underway for several years, the final paving layer has been delayed to allow for the completion of substantial utility installations within the roadway.

In addition to the County Line Road repaving project, the City's annual street maintenance program for this year includes the repaving of 4th Street. In coordination with this effort, staff from SGPWA have been working closely with City staff to align the timing of the 4th Street repaving with the SGPWA's County Line Road Recharge Basin and Turnout Project.

The City has already awarded a contract for this year's repaving work. To accommodate SGPWA's planned pipeline installation on 4th Street, the City adjusted the scope of work in that area. Once SGPWA completes its pipeline installation, the Agency will proceed with repaving the affected section of 4th Street in accordance with the City's plans and specifications. The City and SGPWA have jointly determined a per-unit cost for the repaving, and upon completion of the County Line Road Recharge Basin and Turnout Project, the City will reimburse SGPWA in the amount of \$118,762.00 for this work.

This collaborative approach avoids a scenario where the City repaves the street, only for it to be excavated again within a short timeframe to accommodate pipeline construction, thereby reducing redundancy, minimizing community disruption, and ensuring efficient use of public resources.

## **STRATEGIC PLAN NEXUS**

The 4<sup>th</sup> St Paving Agreement between the City and SGPWA helps advance various aspects of the Agency's Strategic Plan, including:

- Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.
  - Objective 1 – Develop additional recharge facilities to support conjunctive use.
  - Objective 2 – Investigate additional opportunities to increase water storage capabilities
- Strategic Goal 6: Maintain, foster, and expand collaboration with local, regional, state and federal partners to develop strategic solutions to water supply challenges and opportunities.
  - Objective 1 – Cultivate local, regional, state, and federal partnerships and identify opportunities to promote and expand collaboration with new or existing partners.
  - Objective 3 – Coordinate with other agencies and organizations on grants and multi-partner project opportunities.

## **FISCAL IMPACT**

It is anticipated that the reimbursement from the City will pay for most of the paving expenses for this project. The expense and the reimbursement are expected in FY 2025-26. The paving will be expensed in the budget line item for County Line Recharge (line 68 in the current budget), and the reimbursement will be credited to Government Contributions (line 5 in the current budget). The reimbursement will reduce the overall cost of the project.

## **ACTION**

Authorize the General Manager to execute the Paving Agreement for Fourth Street by and Between the City of Calimesa and San Geronio Pass Water Agency.

## **ATTACHMENTS**

1. Paving Agreement for Fourth Street by and Between City of Calimesa and San Geronio Pass Water Agency

**PAVING AGREEMENT FOR FOURTH STREET  
BY AND BETWEEN  
THE CITY OF CALIMESA  
AND  
THE SAN GORGONIO PASS WATER AGENCY**

This Paving Agreement ("Agreement") is made as of \_\_\_\_\_, 2025, by and between the SAN GORGONIO PASS WATER AGENCY, a public agency ("Agency") and the CITY OF CALIMESA, a municipal corporation ("City"). Agency and City are hereinafter sometimes collectively referred to as the "Parties" or individually as a "Party."

**RECITALS**

A. The County Line Recharge Basin Project is a joint project between the San Bernardino Valley Municipal Water District and Agency to construct facilities that will convey imported water from the State Water Project to a recharge facility in City's boundaries. Said work includes installation of a pipeline in Fourth Street which is located within City's boundaries.

B. City is undertaking the repaving of multiple streets and initiated repaving of Fourth Street. City has directed its contractor to stop repaving work on Fourth Street at the location where Agency's pipeline installation work will begin.

C. The Parties desire to coordinate completion of repaving work on Fourth Street with the pipeline installation work.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

**AGREEMENT**

1. Completion Of Repaving Work. Agency will contract for the work to complete the repaving of Fourth Street. Descriptions of the location, plans, requirements and work for the repaving of Fourth Street are set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Work"). The Work will be performed by Agency in its reasonable discretion and in accordance with its rights and obligations as a public agency performing public works projects within public rights-of-way.

2. Cost and Expense. The City has received bids and contracted for its repaving project. Therefore, unit costs and quantities are known and presented in Exhibit "B" attached hereto and incorporated herein by reference. Quantities are based on the scope breakdown presented in Exhibit "A". Upon completion of the Work, the City will compensate the Agency for the amount shown in Exhibit "B." In the event the cost of the Work exceeds the amount in Exhibit "B," due to unforeseen change in the scope detailed in Exhibit "A", the Parties shall agree to a reasonable amended amount. The City agrees to waive inspection fees related to the work on 4th Street as presented in Exhibit "A".

3. Payment Process. Agency will proceed to make payment to its contractor upon Agency's receipt of progress and final payment requests in connection with the Work. Upon completion of the Work shown on Exhibit "A", Agency will submit to City a written statement which sets forth the total amount due, as indicated in Exhibit "B" or a reasonable amended amount as set forth in Section 2. City shall then submit payment to Agency of the amount due and owing pursuant to said statement within 60 days from the date of said statement.

4. Right of Entry. During the term of this Agreement and subject to the terms and conditions set forth herein, City hereby grants to Agency and its contractor a non-exclusive right-of-entry in, on, across and over that portion of Fourth Street as more particularly described in Exhibit "A" for the purpose of performing the Work.

5. Compliance With Legal and Regulatory Requirements. The Parties shall perform their respective activities under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Each Party represents that it, its contractors and agents shall have all licenses, permits and approvals of whatever nature that are legally required to perform their respective activities.

6. Effective Date. This Agreement shall be effective on the date of full execution of this Agreement by both Parties ("Effective Date").

7. Term and Termination. The term of this Agreement shall be from the Effective Date to the date of completion of the Work. This Agreement shall remain in effect during the term unless earlier terminated as provided under this Agreement.

8. Notice and Opportunity to Cure. If either Party to this Agreement believes that the other Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement (any such failure being a "Default"), the Party alleging the Default shall provide written notice ("Default Notice") to the other Party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this Agreement, the Party claimed to be in Default shall have: (i) with respect to a Default involving the payment of money, ten (10) days after its receipt of the Default Notice to completely cure such Default, and (ii) with respect to any other type of Default, thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter. If the Party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the Party alleging Default may then pursue applicable remedies including, but not limited to, termination of this Agreement.

9. General Provisions.

(a) Indemnification. Each Party ("Indemnitor") hereby agrees to defend, indemnify and hold free and harmless the other Party ("Indemnitee") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with Indemnitor's activities under this Agreement. Indemnitor's duty to

indemnify Indemnitee shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

(c) Notices. Written notices to be given to either Party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

If to City:

Calimesa City Hall  
908 Park Avenue  
Calimesa, CA 92320  
Attn: City Manager

If to Agency:

San Geronio Pass Water Agency  
1210 Beaumont Ave  
Beaumont, CA 92223  
Attn: Lance Eckhart, General Manager

(d) Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

(e) Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

(f) Force Majeure. Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions,

judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond the non-performing Party's reasonable control and not due to any act by that Party.

(g) No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

(h) Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its respective duly authorized officers. The effective date of this Agreement shall be the date first above written.

CITY OF CALIMESA

By: \_\_\_\_\_  
Linda Molina  
Mayor

SAN GORGONIO PASS WATER AGENCY

By: \_\_\_\_\_  
Lance Eckhart  
General Manager/Chief Hydrogeologist

**EXHIBIT “A”**

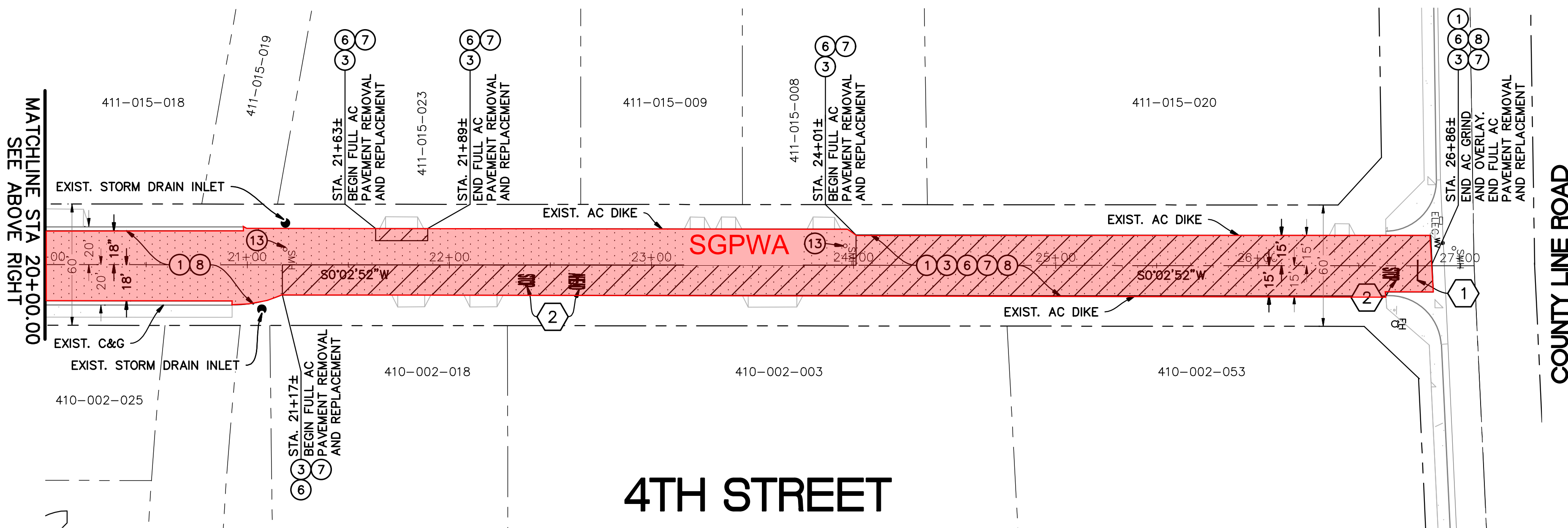
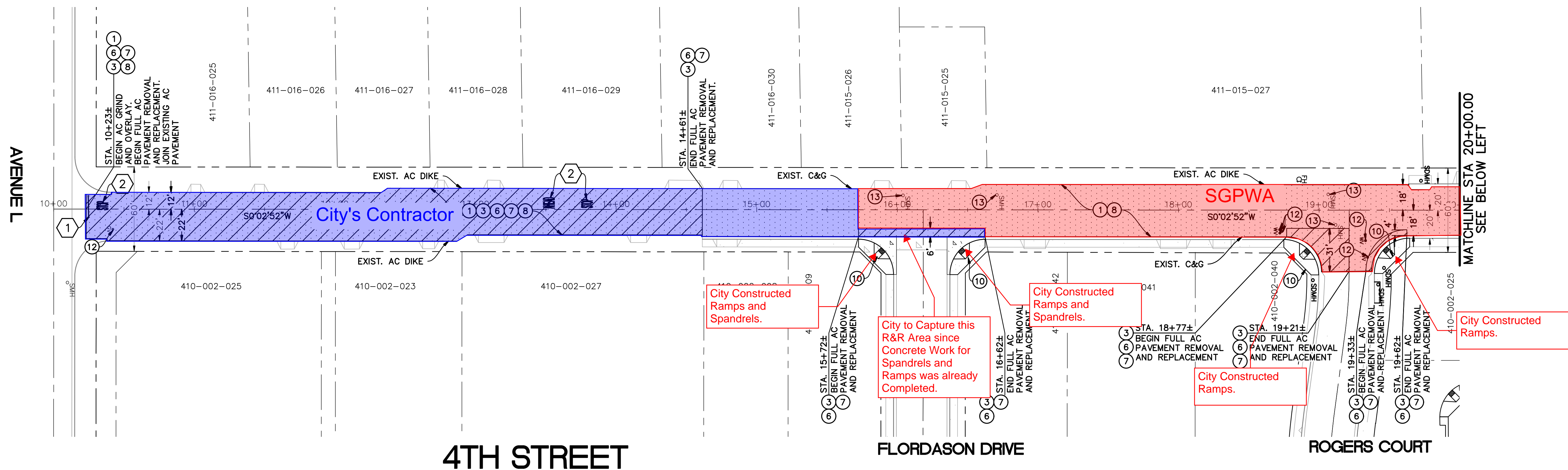
**Description of the Work**

**EXHIBIT “B”**

**Estimated Cost and Expense of the Work**



S:\CADD\133-47\_Citywide Pavement Rehab\Plan Set\133-47\_035.dwg Sep 25, 2024 - 4:12pm



#### CONSTRUCTION NOTES:

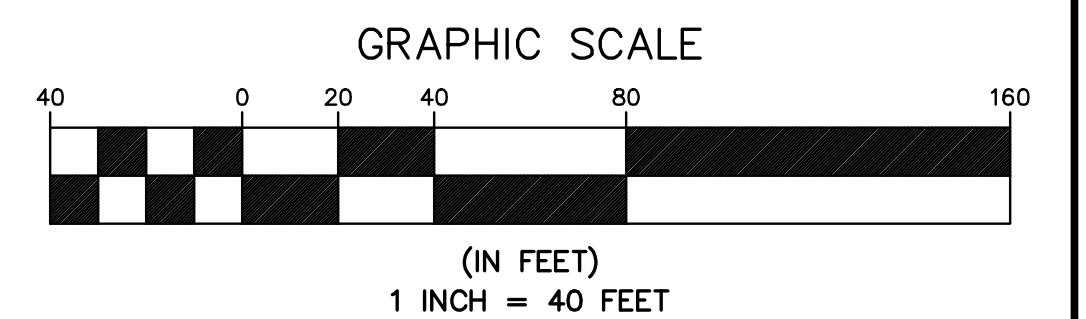
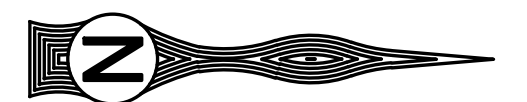
- ① GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5").
- ③ SAWCUT AND REMOVE EXISTING 5.5" OF ASPHALT CONCRETE BASE COURSE AND/OR SUBGRADE.
- ⑥ CONSTRUCT 4" MISCELLANEOUS AGGREGATE BASE OVER 12" COMPACTED NATIVE.
- ⑦ CONSTRUCT 1.5" MIN. ASPHALT CONCRETE BASE COURSE.
- ⑧ CONSTRUCT 1.5" MIN. ASPHALT CONCRETE OVERLAY.
- ⑩ REMOVE AND RECONSTRUCT PCC CURB RAMP PER RIVERSIDE COUNTY STD NO. 403 CASE A.
- ⑫ ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- ⑬ ADJUST EXISTING SEWER MANHOLE TO GRADE.

#### SIGNING AND STRIPING CONSTRUCTION NOTES:

- ① APPLY/REAPPLY THERMOPLASTIC, 12" SOLID WHITE CROSSWALK LINE, 11' WIDE MEASURED FROM OUTSIDE OF STRIPING.
- ② APPLY THERMOPLASTIC, PAVEMENT LEGEND AS SHOWN PER CA. MUTCD 2014, FIG. 3B-23(CA).

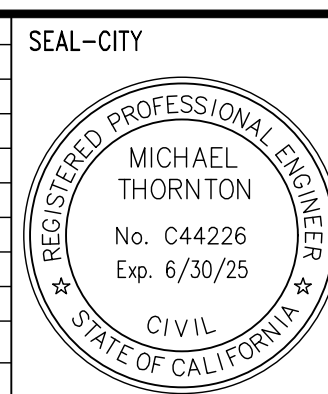
#### HATCH LEGEND:

- EXISTING PCC CONCRETE
- PROPOSED ASPHALT PAVEMENT GRIND AND OVERLAY, DEPTH PER PLAN
- PROPOSED FULL DEPTH AC AND SUBGRADE REMOVAL AND RECONSTRUCTION
- PROPOSED PCC SPANDREL/CROSS GUTTER



Know what's below.  
Call before you dig.

MARK	BY	DATE	REVISIONS	APPR.	DATE

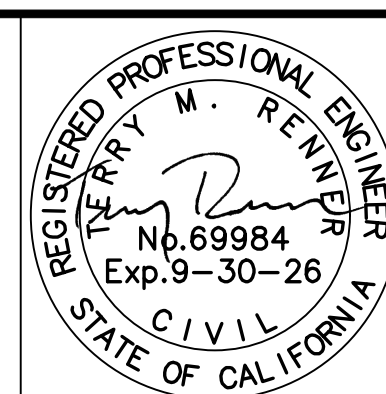


CITY OF CALIMESA  
PUBLIC WORKS DEPARTMENT

MICHAEL THORNTON P.E., CITY ENGINEER, RCE C44226  
DATE 09-25-24



TKE ENGINEERING, INC.  
2305 CHICAGO AVENUE  
RIVERSIDE, CA 92507  
(951) 680-0440  
FAX: (951) 680-0490



BENCH MARK: B.M. NO. C-38 ELEVATION= 2410.79'  
BRASS DISK IN THE RAISED MEDIAN  
OF MYRTLEWOOD DR  
41.3' EAST OF THE EAST CURB OF  
CALIMESA BOULEVARD

SCALE: AS SHOWN

FOR: CITY OF CALIMESA PUBLIC WORKS DEPARTMENT

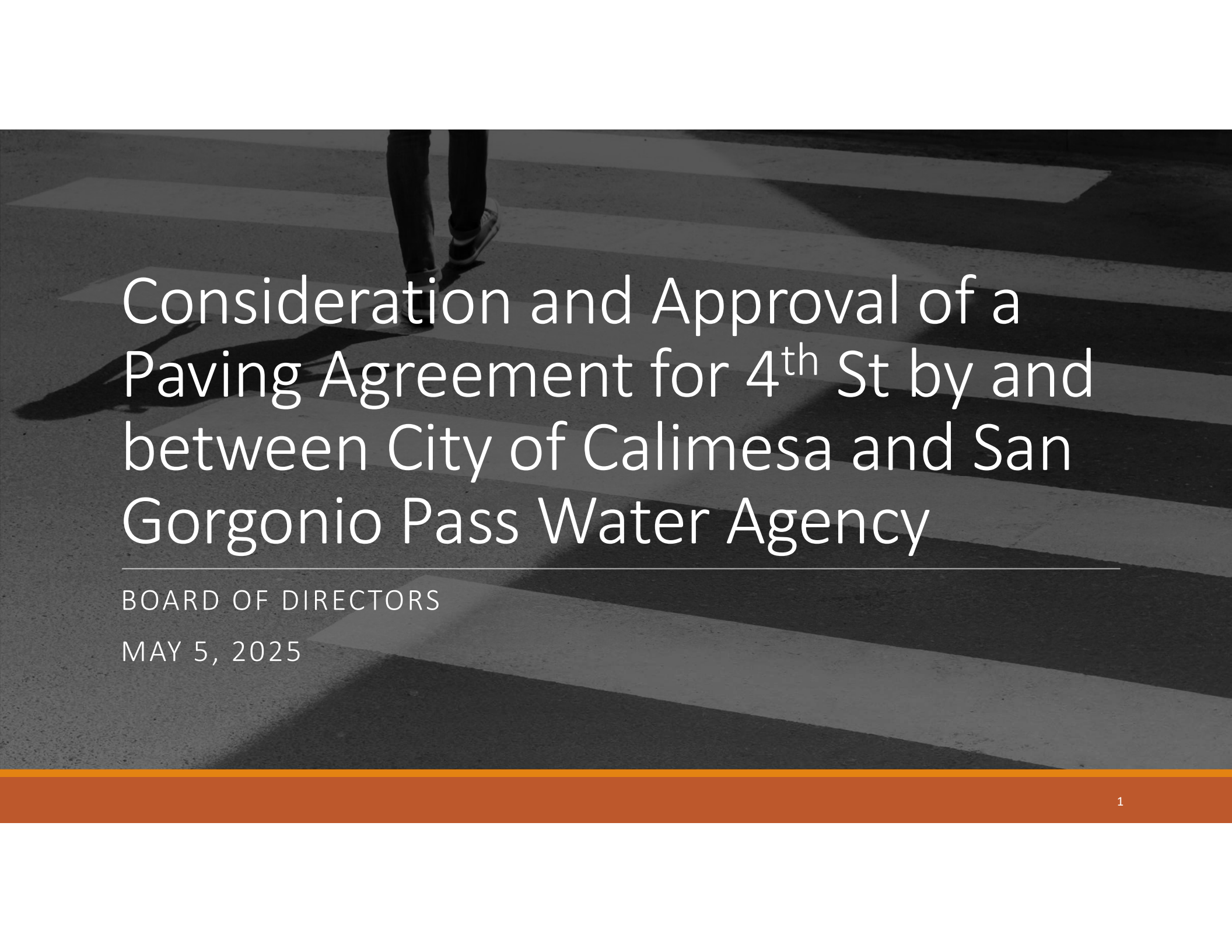
PLAN No.

CITY OF CALIMESA  
STREET IMPROVEMENT PLANS  
CITYWIDE PAVEMENT REHABILITATION PROJECT

3  
OF 10 SHEETS

**Exhibit B - Quantity and Cost Breakdown**  
**4th Street Pavement - SGPWA Agreement**  
**April 8, 2025**

<b>Site Demolition</b>					
1	Grind (Cold-Mill) Existing Asphalt Concrete (1.5" Min.)	38,088	SF	\$ 0.28	\$ 10,664.72
2	Sawcut and Remove Existing Asphalt Base Course, Aggregate Base and/or Subgrade (5.5" Total Section Removal)	13,960	SF	\$ 1.11	\$ 15,496
<b>Subtotal:</b>					<b>\$ 26,160</b>
<b>Site Improvements</b>					
1	Construct 4" Miscellaneous Aggregate Base over 12" Compacted Native	171	CY	\$ 66.00	\$ 11,261
2	Construct 1.5" Min. Asphalt Concrete Base Course	139	TON	\$ 111.00	\$ 15,447
3	Construct 1.5" Min. Asphalt Concrete Overlay	519	TON	\$ 111.00	\$ 57,593
4	Adjust Water/Gas Valve to Grade	5	EA	\$ 100.00	\$ 500
5	Adjust Sewer Manhole to Grade	6	EA	\$ 1,300	\$ 7,800
<b>Subtotal:</b>					<b>\$ 92,601</b>
<b>Base Construction Subtotal:</b>					<b>\$ 118,762</b>



# Consideration and Approval of a Paving Agreement for 4<sup>th</sup> St by and between City of Calimesa and San Gorgonio Pass Water Agency

---

BOARD OF DIRECTORS

MAY 5, 2025



## SGPWA and the City of Calimesa Desire to Coordinate Utility Installations with Road Paving Plans

---

- The City revised the 4<sup>th</sup> St paving project scope to allow SGPWA to install a pipeline before repaving.
- SGPWA will incorporate the City's repaving plans as a part of the County Line Rd Recharge Basin and Turnout Project.
- The City will reimburse SGPWA for this work.
- The reimbursement is based on the unit cost from City's paving contract, which is \$118,762.00.
- This coordination avoids the inefficiency of repaving followed by excavation for utility work.

# Recommendation

---

Authorize the General Manager to Execute the Paving Agreement for Fourth Street by and Between the City of Calimesa and San Geronimo Pass Water Agency.