

**AGREEMENT BY AND BETWEEN THE CITY OF SAN PABLO AND THE  
EAST BAY MUNICIPAL UTILITY DISTRICT FOR PAVING REHABILITATION ON THE  
LOVEGROVE CLUSTER (PORTIONS OF LOVEGROVE STREET, STONE STREET, 20TH  
STREET, 21ST STREET, AND 22<sup>ND</sup> STREET)**

This Agreement for Pavement Rehabilitation of Portions of Lovegrove Street, Stone Street, 20<sup>th</sup> Street, 21<sup>st</sup> Street and 22<sup>nd</sup> Street in San Pablo, California ("Agreement") is made and entered into as of this Seventh day of October, 2025, by and between the EAST BAY MUNICIPAL UTILITY DISTRICT ("EBMUD"), a municipal utility district organized and existing under the laws of the State of California, and the City of San Pablo, a municipal corporation existing under the laws of the State of California, ("City").

**RECITALS**

WHEREAS, EBMUD has constructed an underground pipeline project at the Lovegrove Cluster, which includes portions of Lovegrove Street, Stone Street, 20th Street, 21st Street and 22nd Street in San Pablo, California ("Project");

WHEREAS, the construction of the Project necessitates repairs to the existing pavement in the area of trenching for the Project in compliance with the excavation restoration requirements of the City of San Pablo Municipal Code, to be completed at the expense of EBMUD;

WHEREAS, the City plans a complete rehabilitation of the pavement on the Lovegrove Cluster by October, 2027;

WHEREAS, the City desires that, in lieu of providing the City's standard asphalt pavement restoration of 3" deep mill and overlay over the Project trench area, EBMUD pay a cost sharing pavement restoration fee of \$133,922, which the City will put towards its planned paving rehabilitation of the Lovegrove Cluster;

WHEREAS, EBMUD and the City see a public benefit in consolidating the Project's asphalt pavement repair and the City's planned pavement rehabilitation into a single construction effort; and

WHEREAS, EBMUD and City have delineated the location and extent of the areas to be rehabilitated, as shown in Exhibit A.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, City and EBMUD mutually agree as follows:

### **1. Definitions**

- a. "Project" shall include the installation of pipeline for the Lovegrove Cluster project within the City. "Project" shall exclude any Pavement Repair.
- b. "Pavement Repair" shall include all asphalt pavement installation, repair and rehabilitation, including saw cutting, removal, materials, labor, traffic control, and renewal of road striping and dots.
- c. "Estimated Project Pavement Restoration Area" shall be based on the Project design and shall be the length and width of the Pavement Repair for the Project in compliance with the excavation restoration requirements of the San Pablo Municipal Code, as calculated in section 2 of this Agreement, below. The Estimated Project Pavement Restoration Area is shown on Exhibit A to this Agreement.
- d. "Estimated Total Pavement Restoration Area" shall be the length and width of the total road area in which the Project shall take place based on the Project design, as calculated in section 2 of this Agreement, below. The Estimated Total Pavement Restoration Area is shown on Exhibit A to this Agreement.
- e. "Actual Project Pavement Restoration Area" shall be based on the Project as built and shall be actual the length and width of the required Pavement Repair for the Project in compliance with the excavation restoration requirements of the San Pablo Municipal Code, as calculated following construction.
- f. "Actual Total Pavement Restoration Area" shall be the actual length and width of the road area in which the Project is constructed, as calculated following construction.
- g. "EBMUD Estimated Restoration Cost" shall be an amount representing the approximate cost for providing Pavement Repair of the Estimated Project Pavement Restoration Area. For the purposes of this Agreement, the EBMUD Estimated Restoration Cost shall be based on \$1.30 (one dollar and thirty cents) per inch deep per square foot of mill and overlay, and shall be as calculated in section 2 of this Agreement, below.

### **2. Calculation of the Estimated Restoration Costs**

Each segment of the Estimated Project Pavement Restoration Area and Estimated Total Pavement Restoration Area is set forth below.

SECTION 2- PAVEMENT CALCULATIONS:

*Lovegrove St, San Pablo*

Address	Length (ft.)	Width (ft.)	Depth (in.)	Area (sq. ft.)	Inch Sq. Ft.	\$1.30/Inch Sq Ft.
Lovegrove/ SPA Intersection	20	20	3	400	1200	\$1,560
2200 Lovegrove	6	12	3	72	216	\$281
2150 Lovegrove	6	30	3	180	540	\$702
Lovegrove /20 <sup>th</sup> Intersect	20	20	3	400	1200	\$1,560
Trench Overlay	820	6.5	3	5330	15990	\$20,787
			<b>Total</b>	1052	3156	\$24,890

**EBMUD Estimated Total Pavement Restoration Cost:**

*Stone St, San Pablo*

	Length (ft.)	Width (ft.)	Depth (in.)	Area (sq. ft.)	Inch Sq. Ft.	\$1.30/Inch Sq Ft.
Stone/ 21 <sup>st</sup> St Intersection	20	20	3	400	1200	\$1,560
Stone/ SPA Intersection	10	10	3	100	300	\$390
Stone/ SPA Intersection	12	12	3	144	432	\$561
2127 Stone	28	6	3	168	504	\$655
2201 Stone	28	6	3	168	504	\$655
2200 Stone	28	6	3	168	504	\$655
Stone/ 22 <sup>nd</sup> St Intersection (2501 22 <sup>nd</sup> )	70	6	3	420	1260	\$1,638
Stone/ 22 <sup>nd</sup> St Intersection (2500 22 <sup>nd</sup> )	20	20	3	400	1200	\$1,560
Trench Overlay	560	6.5	3	3640	10920	\$14,196
			<b>Total</b>	5608	16824	\$21,870

**EBMUD Estimated Total Pavement Restoration Cost:**

**\$46,760**

*20<sup>th</sup> St, San Pablo*

	Length (ft.)	Width (ft.)	Depth (in.)	Area (sq. ft.)	Inch Sq. Ft.	\$1.30/Inch Sq Ft.
20 <sup>th</sup> St/ Road 20 intersection	20	20	3	400	1200	\$1,560
Lovegrove/ 20 <sup>th</sup> St Intersection	20	20	3	400	1200	\$1,560
2320 20 <sup>th</sup>	6	15	3	90	270	\$351
2334 20 <sup>th</sup>	6	15	3	90	270	\$351

2340 20th	6	15	3	90	270	\$351
2342 20th	6	15	3	90	270	\$351
2348 20th	6	15	3	90	270	\$351
2360 20th	6	15	3	90	270	\$351
2404 20th	6	13	3	78	234	\$304
Trench Overlay	670	8	3	5360	16080	\$20,904
			<b>Total</b>	6778	20334	\$26,434

**EBMUD Estimated Total  
Pavement Restoration Cost:**  
*21<sup>th</sup> St, San Pablo*

**\$73,194**

	<b>Length (ft.)</b>	<b>Width (ft.)</b>	<b>Depth (in.)</b>	<b>Area (sq. ft.)</b>	<b>Inch Sq. Ft.</b>	<b>\$1.30/Inch Sq Ft.</b>
21 <sup>st</sup> St/ Lovegrove Intersection	20	20	3	400	1200	\$1,560
21 <sup>st</sup> St/ Stone Intersection	20	2	3	40	120	\$156
2457 21 <sup>st</sup> St	8	6	3	48	144	\$187
2463 21 <sup>st</sup> St	8	6	3	48	144	\$187
2498 21 <sup>st</sup> St	13	6	3	78	234	\$305
Trench Overlay	720	15	3	10800	32400	\$42,120
			<b>Total</b>	10800	34242	\$44,515

**EBMUD Estimated Total  
Pavement Restoration Cost:**  
*22<sup>nd</sup> St, San Pablo*

**\$117710**

	<b>Length (ft.)</b>	<b>Width (ft.)</b>	<b>Depth (in.)</b>	<b>Area (sq. ft.)</b>	<b>Inch Sq. Ft.</b>	<b>\$1.30/Inch Sq Ft.</b>
2365 22 <sup>nd</sup> St	15	15	3	225	675	\$878
2422 22 <sup>nd</sup> St	28	6	3	168	504	\$655
2433 22 <sup>nd</sup> St	28	6	3	168	504	\$655
2451 22 <sup>nd</sup> St	28	6	3	168	504	\$655
2452 22 <sup>nd</sup> St	28	6	3	168	504	\$655
2458 22 <sup>nd</sup> St	20	20	3	400	1200	\$1,560
Trench Overlay	440	6.5	3	2860	8580	\$11,154
					<b>Total</b>	\$16,212

**EBMUD Estimated Total  
Pavement Restoration Cost:**

**\$133,922**

**City Estimated Restoration  
Cost:**  
(Based on Total less Project  
Areas)

-

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**\$133,922**

3. Deposit of EBMUD Pavement Restoration Cost.

- a. In lieu of compliance with the City's standard pavement restoration requirements, EBMUD shall deposit the EBMUD Estimated Restoration Cost with the City prior to commencement of the Project, which the City will put towards its planned paving rehabilitation of the Lovegrove Cluster.
- b. Other than as stated in this Agreement, EBMUD shall owe no other amounts associated with Pavement Repair related to the Project.

4. Scope of EBMUD's Pavement Repair Work:

- a. EBMUD previously performed Pavement Repair only over the Project trench, installing a straight wall trench in-lieu of a 1-foot tee-cut trench and providing a minimum of 4- inch hot mix asphalt (HMA) temporary paving patch flush with existing pavement in the roadway.
- b. EBMUD previously performed HMA temporary paving patch as necessary to mitigate failing repair sections over the Total Pavement Restoration Area until the agreed upon date of September 1, 2025.
- c. EBMUD was responsible for maintenance of its Pavement Repair work throughout the duration of the Project. Upon completion of the Project, 9/1/25, EBMUD's responsibility for maintenance of its Pavement Repair ended.

5. Scope of City Pavement Repair Work. The City shall be responsible for any Pavement Repair required outside of EBMUD's pipeline trench envelope throughout the duration of the Project. The City shall be responsible for all Pavement Repair within the Actual Total Pavement Restoration Area, including the trench envelope, following the completion of the Project.
6. Inspection. City shall provide a construction inspector, at City's expense, who will work with the EBMUD Paving Foreman to tabulate the Actual Project Pavement Restoration Area and Actual Total Pavement Restoration Area. If City cannot timely provide an inspector, the Actual Project Pavement Restoration Area and Actual Total Pavement Restoration Area as tabulated by the EBMUD Paving Foreman will be deemed acceptable by City.
7. Warranty. No warranty is required for the Project or any Pavement Repair.
8. Payments. For any amounts owing, each party shall provide the other with a written invoice. Invoices shall include copies of inspection reports or other relevant supporting documentation as described above. Invoices shall be paid within 30 days of the date of the invoice. No interest shall accrue on any amounts owed.

9. Indemnification.

- a. It is understood and agreed that neither EBMUD nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City in the performance of its obligations under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, City shall defend, indemnify and save harmless EBMUD, and all EBMUD officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City in its performance of this Agreement.
  - b. It is understood and agreed that neither City nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by EBMUD in the performance of its obligations under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, EBMUD shall defend, indemnify and save harmless City, and all City officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by EBMUD in its performance of this Agreement.
  - c. Nothing in this Agreement is intended to affect the legal liability of either party as to third parties by imposing any standard of care different from the standard of care imposed by law.
10. Coordination Efforts and Representatives. City and EBMUD agree that the successful execution of the Pavement Repair is dependent upon full and complete cooperation of the parties and their representatives. Therefore, each party agrees to use its best and diligent good faith efforts to perform its obligation in a timely manner.
11. Notices. City and EBMUD shall each designate a representative to be responsible for receiving and delivering notices of any kind, obtaining information and stating the position of the respective party on any decision required by a party. All notices and correspondence to be delivered under this Agreement shall be delivered personally or mailed via first class US mail, postage prepaid to the addresses set forth below, or as may be otherwise be required by notice from one party to the other. Notices personally delivered shall be deemed delivered on the date of personal delivery, notices mailed shall be deemed delivered 5 days after deposit in the U.S. mail.

**City of San Pablo**

Allan Panganiban,  
Public Works Director  
City of San Pablo  
1000 Gateway Avenue  
San Pablo, CA 94806

Phone: (510) 215-3062

**EBMUD**

Chris Shumate,  
Paving Assistant Superintendent  
East Bay Municipal Utility District  
P.O. Box 24055,  
Oakland, CA 94623

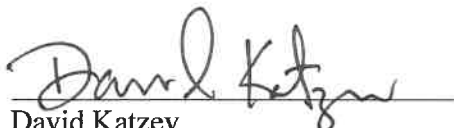
Phone: (510) 287-7187

12. Term of Agreement. This Agreement shall be effective upon execution by all parties and shall be terminated upon Project completion and the receipt by one party of the final payment owed by the other following calculation of the Actual Project Pavement Restoration Area.
13. Right to Cancel. Either the City or EBMUD may cancel this Agreement, with or without cause, so long as there is no Pavement Repair work underway subject to this Agreement, nor any outstanding amounts owed by either party.
14. Jurisdiction. This Agreement and all matters relating to it shall be governed by and enforced in accordance with the laws of the State of California.
15. Modifications. This Agreement may only be modified, amended, or extended, by the mutual, written agreement of both parties.
16. Assignment; Successors. This Agreement is not assignable, and shall be binding upon and inure to the benefit of the successors and assigns of the parties.
17. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior understandings or agreements, oral or written, regarding the subject matter of this Agreement.
18. Interpretation. The Parties to this Agreement acknowledge that they have had the benefit of counsel prior to entering into this Agreement and have relied upon the legal advice of counsel. Each party further represents that the terms and conditions of this Agreement have been completely explained and that the terms and conditions were voluntarily accepted and agreed to by each party. The Parties further acknowledge that they have entered into this Agreement voluntarily, without coercion, based on their own judgment, and not in reliance on any representation or promise made by the other party other than those contained herein.
19. Negotiated Agreement. This Agreement and each of the provisions hereof, is the product of negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by or drafted by any particular party hereto. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
20. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

21. Time is of the Essence. In the performance of this Agreement, time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

**EAST BAY MUNICIPAL UTILITY DISTRICT:**

  
David Katzev  
Manager of Pipeline Construction Division

Date: September 26, 2025

**CITY OF SAN PABLO:**

\_\_\_\_\_  
Matt Rodriguez  
City Manager

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

Approved as to form and legality for City of San Pablo:

\_\_\_\_\_  
Brian P. Hickey  
City Attorney

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

**Attachments:**

Exhibit A: EBMUD Drawings



