

WEST VALLEY WATER DISTRICT 855 W. BASE LINE ROAD, RIALTO, CA 92376 PH: (909) 875-1804 WWW.WVWD.ORG

SPECIAL ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING AGENDA

Tuesday, August 19, 2025, 6:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

BOARD OF DIRECTORS

President Gregory Young Director Estevan Bennett

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: https://us02web.zoom.us/j/8402937790. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

DISCUSSION ITEMS

- 1. Updates to the Engineering, Operations and Planning Committee
- 2. New 2024 or 2025 Caterpillar Backhoe Loader PG. 3
- 3. Approve an Amendment to the License Agreement with the San Bernardino County Flood Control District to Support the Fluidized Bed Reactor Groundwater Treatment Plant PG. 15

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on August 14, 2025.

Elvia Dominguez

Elvia Dominguez, Board Secretary



STAFF REPORT

DATE: August 19, 2025

TO: Engineering, Operations and Planning Committee

FROM: Joanne Chan, Director of Operations

SUBJECT: New 2024 or 2025 Caterpillar Backhoe Loader

STRATEGIC GOAL:

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices A. Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District (District) has five (5) backhoe loaders ranging from 9 to 29 years old. The backhoe loader is one of the most utilized pieces of equipment for field staff and is essential to the Operations Department year-round. Additionally, it is used by multiple departments for various tasks such as excavation, asphalt and road repairs, sinkhole restorations, pulling services, loading road raw materials onto the dump truck and sludge handling at the Oliver P. Roemer Water Filtration (Roemer) Plant. District staff has identified the need to purchase a new backhoe loader for the Roemer Plant.

DISCUSSION:

District staff researched and found a contract awarded by the Sourcewell that would be in the best interest of the District to "piggyback" from. Sourcewell is a State local government unit and service cooperative created under the laws of the State of Minnesota that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.

Piggybacking is a term used when an agency uses an existing procurement contract from another agency as justification and documentation to form their own contract directly with the vendor to purchase the same or similar items or services. Under section 10: Exceptions to Competitive Sourcing of the District's Purchasing/Procurement Policy, piggybacking is permitted as an exception to competitive sourcing thus not requiring the District to conduct formal solicitation. Sourcewell's formal solicitation process is substantially similar to that of the District's process and participation by the District is also permitted.

Sourcewell issued a Request for Proposals (RFP) for heavy construction equipment with related attachments and technology, including backhoe loaders on November 15, 2022 and final proposals were due on January 17, 2023. Eighteen firms submitted proposals for various heavy construction equipment. In evaluating the proposals, Sourcewell scored for categories including conformance to RFP Requirements, Pricing, Financial Viability and Marketplace Success, Ability to Sell and Deliver Service, Marketing Plan, Value added Attributes, Warranty, and Depth and Breadth of Offered Equipment, Products, or Services. Caterpillar, Inc. scored the highest overall. Sourcewell awarded a contract expires on April 14, 2027 for heavy construction equipment with related attachments and technology to Caterpillar, Inc. By piggybacking with Sourcewell's agreement, the District has realized savings of 24% (\$63,252.00) for a total of \$220,293.59 for a new 2025 Caterpillar Backhoe Loader or a total of \$214,526.48 for a new 2024 Caterpillar Backhoe Loader. There is only one 2024 model in stock and the offer is valid until sold. The quotes are attached as **Exhibit A**.

FISCAL IMPACT:

This item is included in the Fiscal Year 2025/26 Capital Budget and will be funded from project number W26022 title "Backhoe Loader for Roemer" with a budget of \$250,000.00.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to authorize participating in Sourcewell contract pricing with QUINN CAT in Riverside to purchase a new 2024 or 2025 Caterpillar Backhoe Loader in the amount not to exceed \$220,293.59.

Attachments

Exhibit A - Quotes.pdf

EXHIBIT A



176000-01

August 12, 2025

WEST VALLEY WATER DISTRICT ATTENTION PURCHASING PO BOX 920 RIALTO, California 92376-0920

Sourcewell member #144741

Attention: Bryan Grubert

Dear Sir,



We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 920 Wheel Loader including standard and optional equipment as listed below.

STOCK NUMBER: SERIAL NUMBER: YEAR: 2025 SMU:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jose Farias

Jose Farias Machine Sales Representative Phone 760.399.6404

Email jose.farias@quinncompany.com

One (1) New Caterpillar Inc. Model: 920 Wheel Loader including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

Cat C3.6 Engine

-Common rail fuel injection

-U.S. EPA Tier 4 Final/ EU Stage V Caterpillar NOx Reduction System

Fuel: Ultra Low Sulphur Diesel @ <15ppm

Engine Oil: Cj-4

Electric fuel pump with 4 micron

filtration

S.O.S port, transmission oil

HYDRAULICS

Two valve, single lever joystick Diagnostic pressure taps

SOS port, hydraulic oil

ELECTRICAL

150 Amp alternator Roading lights

OPERATOR ENVIRONMENT

Hydraulic control lever lockout Electrohydraulic implement controls Gauges

- Engine coolant temperature
- Hydraulic oil temperature
- Fuel level
- Speedometer
- Digital Hour meter
- DEF

Operator warning system indicators:

- Brake charge pressure low
- Engine malfunction
- Park brake applied
- Electrical system voltage flow

FLUIDS

Extended life coolant antifreeze Protected to -36C (-33F) hydraulic oil

OTHER STANDARD EQUIPMENT

Parallel lift, Optimised Z-Bar loader Fenders, front and rear

Engine enclosure - lockable

Recovery hitch

Vandalism protection - locked service

points

REGIONAL STANDARDS(as required)

Hydrostatic transmission Lube for life universal joints

Forward - Neutral - Reverse on joystick 100% locking differentials, on the

fly activation

Air cleaner, radial seal, dual filters

Cooling fan, hydraulic

Intergrated Cyclone pre-cleaner

Hydraulically demand driven cooling fan Hystat and variable displacement pump

12 volt direct electric starting Battery disconnect switch

- Hydraulic oil filter bypass
- Action indicator

Seat

- adjustable height, backrest, armrest
- Seat belt, retractable

Heater/defroster

Wiper/washer (front & rear) Tinted front glass,laminated Adjustable steering column

Rear window defrost

Lockable Storage box with cup holder

Internal 12V power source External 12V power source

Cat Advanced Hydo 10

Chocks

bucket tooth or edge guard Decals, roading speed Reflectors, roading Camara, rear view

Beacon

MACHINE SPECIFICATIONS

920 14A WHEEL LOADER	538-6990
LANE 3 ORDER	0P-9003
ENGINE	541-0761
FAN, DEMAND	540-3811
POWERTRAIN, HI RIMPULL, 24MPH	538-7161
COUPLER, FUSION, STD LIFT	541-6332
HYDRAULICS, 2V, STD LIFT	538-7190
LIGHTS,ROADING,RH DIP,HAL-LED	571-2780
STEERING, STANDARD	538-7124
CAB, DELUXE, SINGLE BRAKE	542-9197
SEAT, DELUXE PLUS	552-3734
CAMERA, REAR VIEW	504-4835
SEAT BELT, RETRACTABLE 3"	236-8015
HEATER AND AIR CONDITIONER	538-7130
SECURITY SYSTEM, NONE	433-3258
TIRES, 17.5 R25, MX, L2 XTLA	385-5822
CTWT STANDARD, 2612 LBS	538-7162
FENDERS, STANDARD	469-5852
HYDRAULIC OIL, STANDARD	450-5405
RIDE CONTROL	541-2852
INSTRUCTIONS, ANSI	560-3441
SERIALIZED TECHNICAL MEDIA KIT	421-8926
STANDARD WEATHER PACKAGE	559-9898
ALARM, BACK-UP	543-4225
BEACON, MAGNET, LED, AMBER	561-0644
LIGHTS, STD, LED	561-3288
PRODUCT LINK, CELLULAR PL243	636-3590
STANDARD RADIO (12V)	541-4413
BLIND, REAR, PERFORATED	279-0643
TOOL BOX	471-6921
GUARD, CRANKCASE	548-7634
GUARD, POWERTRAIN	539-1318
BUCKET-GP, 2.4 YD3, FUS, BOCE	546-4014
PACK, ROLL ON/ROLL OFF BY SEA	0G-3117
RUST PREVENTATIVE APPLICATOR	0G-3273
CARRIAGE, PAL C3/4, 62", FUS WITH FORK TINES 53" LONG	532-8222

WARR	ΔNTY	ጼ ርር	VFR/	\GF

Standard Warranty: 12 MONTHS FULL MACHINE

Extended Coverage: 920-48 MO/2000 HR PREMIER, 920-12 MO/8760 HR PREMIER

CSA 12 MO / 500 HR PARTS, FLUID & LABOR QUINN CVA

 SELL PRICE
 \$263,550.00

 SOURCEWELL DISCOUNT (24%)
 (\$63,252.00)

 Freight, Prep Machine
 \$3,200.00

 NET BALANCE DUE
 \$203,498.00

 TIRE FEE
 \$7.00

 SALES TAX (7.75%)
 \$16,788.59

 AFTER TAX BALANCE
 \$220,293.59

2025 Sourcewell Heavy Equipment Contract#011723

PAYMENT TERMS

Cash Invoice Terms		
CASH WITH ORDER		
\$220,293.59		
F.O.B/TERMS:		
Accepted by	on	
	Signature	



176000-02

August 12, 2025

WEST VALLEY WATER DISTRICT ATTENTION PURCHASING PO BOX 920 RIALTO, California 92376-0920

Sourcewell member #144741

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Fuel: Ultra Low Sulphur Diesel @ <15ppm

Engine Oil: Cj-4

Electric fuel pump with 4 micron

filtration

S.O.S port, transmission oil

Hydraulically demand driven cooling fan Hystat and variable displacement pump

HYDRAULICS

Two valve, single lever joystick Diagnostic pressure taps SOS port, hydraulic oil

ELECTRICAL

150 Amp alternator Roading lights

OPERATOR ENVIRONMENT

Hydraulic control lever lockout Electrohydraulic implement controls Gauges

- Engine coolant temperature
- Hydraulic oil temperature
- Fuel level
- Speedometer
- Digital Hour meter
- DEF

Operator warning system indicators:

- Brake charge pressure low
- Engine malfunction
- Park brake applied
- Electrical system voltage flow

Forward - Neutral - Reverse on joystick

100% locking differentials, on the

Air cleaner, radial seal, dual filters

Intergrated Cyclone pre-cleaner

Hydrostatic transmission

Cooling fan, hydraulic

fly activation

Lube for life universal joints

- Hydraulic oil filter bypass

12 volt direct electric starting

Battery disconnect switch

- Action indicator

Seat

- adjustable height, backrest, armrest
- Seat belt, retractable Heater/defroster

Wiper/washer (front & rear) Tinted front glass,laminated Adjustable steering column

Rear window defrost

Lockable Storage box with cup holder

Internal 12V power source External 12V power source

Cat Advanced Hydo 10

FLUIDS

Extended life coolant antifreeze Protected to -36C (-33F) hydraulic oil

OTHER STANDARD EQUIPMENT

Parallel lift, Optimised Z-Bar loader

Fenders, front and rear Engine enclosure - lockable

Recovery hitch

Vandalism protection - locked service

points

REGIONAL STANDARDS(as required)

Chocks

bucket tooth or edge guard Decals, roading speed Reflectors, roading Camara, rear view

Beacon

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LANE 3 ORDER	0P-9003
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SERIALIZED TECHNICAL MEDIA KIT	421-8926
STANDARD WEATHER PACKAGE	559-9898
ALARM, BACK-UP	543-4225
BEACON, MAGNET, LED, AMBER	561-0644
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BLIND, REAR,PERFORATED	279-0643
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BUCKET-GP, 2.4 YD3, FUS, BOCE	546-4014
PACK, ROLL ON/ROLL OFF BY SEA	0G-3117
RUST PREVENTATIVE APPLICATOR	0G-3273
CARRIAGE, PAL C3/4, 62", FUS WITH FORK TINES 53" LONG	532-8222

$W\Delta RR$	ANTY	& CO	VFRAGF

Standard Warranty: 12 MONTHS FULL MACHINE

Extended Coverage: 920-48 MO/2000 HR PREMIER, 920-12 MO/8760 HR PREMIER

CSA 12 MO / 500 HR PARTS, FLUID & LABOR QUINN CVA

 SELL PRICE
 \$257,750.00

 SOURCEWELL DISCOUNT (24%)
 (\$61,860.00)

 Freight, Prep Machine
 \$3,200.00

 NET BALANCE DUE
 \$199,090.00

 TIRE FEE
 \$7.00

 SALES TAX (7.75%)
 \$15,429.48

 AFTER TAX BALANCE
 \$214,526.48

2025 Sourcewell Heavy Equipment Contract#011723

Special pricing includes forks as an incentive for purchasing a 2024 model. Offer valid for 30 days or until the 2024 machine is sold, whichever occurs first.

PATMENT TERMS		
Cash Invoice Terms		
CASH WITH ORDER		
\$214,526.48		
F.O.B/TERMS:		
Accepted by	on	_
	Signature	_



STAFF REPORT

DATE: August 19, 2025

TO: Engineering, Operations and Planning Committee

FROM: Joanne Chan, Director of Operations

SUBJECT: Approve an Amendment to the License Agreement with the San Bernardino County Flood Control

District to Support the Fluidized Bed Reactor Groundwater Treatment Plant

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

MEETING HISTORY:

N/A

BACKGROUND:

In May 2013, the West Valley Water District (District) and the San Bernardino County Flood Control District (SBCFCD) executed an agreement permitting the temporary use of SBCFCD right-of-way for Cactus Basin No. 2 located south of Baseline Road and west of Cactus Avenue in Rialto to install, operate and maintain three separate 16-inch waterlines and one 8-inch sewer line to support the demonstration phase of the Fluidized Bed Reactor Groundwater Treatment Plant (FBR). License Agreement, Contract No. 13-229, has since been amended, renewed two times.

DISCUSSION:

Staff has worked diligently with SBCFCD staff to develop the draft amendment to renew the agreement attached as **Exhibit A**. The next renewal agreement will be required in December 2030.

FISCAL IMPACT:

This is a reimbursable cost. Raytheon reimburses the District the annual fees to the SBCFCD.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve an amendment to the License Agreement issued by the San Bernardino County Flood Control District to support the Fluidized Bed Reactor Groundwater Treatment Plant.

Attachments

Exhibit A - License Agreement Amendment.pdf

EXHIBIT A



Contract Number 13-229 A3

SAP Number

San Bernardino County Flood Control District

Department Contract RepresentativeTerry W. Thompson, DirectorTelephone Number(909) 387-5000

Contractor

Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
GRC/PROJ/JOB No.
Internal Order No.

Grant Number (if applicable)

John Thiel

1/1/2026 - 12/31/30

<u>\$98,860.00</u>

\$.00 \$.00

1920002522

38002741

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino Flood Control District ("DISTRICT"), and West Valley Water District. ("LICENSEE") have previously entered into a License Agreement, Contract No. 13-229 dated May 7, 2013, and amended by the First Amendment dated March 7, 2017, and amended by the Second Amendment dated October 16, 2018 (collectively "the License") wherein the Lessee agreed to license certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and LICENSEE now desire to amend the License Agreement to reflect a permitted month-to-month holdover of a total of twenty-eight (28) months from September 1, 2023 through December 31, 2025, with DISTRICT's express consent, and following said holdover, to reflect LICENSEE's exercise of the first of two five-year options to extend the lease term until December 31, 2030 (the "Third Amendment");

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree that License Agreement, Contract No. 13-229 is amended as follows:

- 1. Pursuant to **Paragraph 15, HOLDING OVER**, LICENSEE shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for a total of twenty-eight (28) months from September 1, 2023 through December 31, 2025, at a monthly rental amount of \$1,049.98 per month.
 - 2. Effective January 1, 2026, pursuant to LICENSEE's exercise of its option to extend in **Paragraph**

- **3, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 2, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 2, TERM**:
 - 2. <u>TERM:</u> This License shall be extended for an additional period of five (5) years, from January 1, 2026 through December 31, 2030 unless earlier terminated in accordance with the terms of this Lease (the "Second Extended Term").
- 3. Effective January 1, 2026, DELETE in its entirety the existing **Paragraph 4, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4, FEES**:

4. **FEES**:

A. LICENSEE shall pay to DISTRICT the following annual fees in advance on the first day of each year, beginning when the Second Extended Term commences and continuing through the Second Extended Term. The annual fee amount shall be subject to an annual adjustment on the anniversary of the Commencement Date and each year thereafter, based upon a four percent (4%) increase as reflected and provided below:

```
January 1, 2026 thru December 31, 2026- annual payment of $14,173 January 1, 2027 thru December 31, 2027- annual payment of $14,740 January 1, 2028 thru December 31, 2028- annual payment of $15,330 January 1, 2029 thru December 31, 2029- annual payment of $15,943 January 1, 2030 thru December 31, 2030- annual payment of $16,581
```

- B. If any fee is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional Twenty-five and 00/100 Dollars (\$25.00) for each fee due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount of prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent ($1\frac{1}{2}$ %) per month.
- 4. This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Third Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Third Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Third Amendment upon request.
 - 5. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this Third Amendment, the provisions and terms of this Third Amendment shall control.

[REMAINDER OF THIS PAGE LEFT BLANK INTETIONALLY]

Revised 7/1/24 Page $\frac{19}{2}$ Page $\frac{1}{2}$ Page

END OF THIRD AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

		(Print or type name of corporation, company, contractor, etc.)	
>		By <u></u>	
Dawn Rowe	e, Chair, Board of Supervisors	(Authorized signature - sign in blue ink)	
Dated:		Name John Thiel	
	ND CERTIFIED THAT A COPY OF THIS IT HAS BEEN DELIVERED TO THE	(Print or type name of person signing contract)	
CHAIRMAN	I OF THE BOARD	Title _General Manager	
	Lynna Monell Clerk of the Board of Supervisors of the County of San Bernardino	(Print or Type)	
Ву		Dated:	
•	Deputy		
		Address	

WEST VALLEY WATER DISTRICT

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
>	>	•
John Tubbs II, Deputy County Counsel		John Gomez, Real Property Manager, RESD
Date	Date	Date

Revised 7/1/24 Page 20 of 3