TUOLUMNE UTILITIES DISTRICT
18885 NUGGET BLVD ● SONORA, CA 95370
(209) 532-5536 ● Fax (209) 536-6485

DIRECTORS
Barbara Balen
David Boatright
Jeff Kerns
Lisa Murphy
Ron W. Ringen

Regular Board Meeting Agenda
Tuesday, February 9, 2021 - 9:00 a.m.
TUD Board Room
18885 Nugget Blvd., Sonora, California

In order to protect public health and the safety of our Tuolumne Utilities District ratepayers and members of the public against the COVID-19 pandemic, the TUD office and Board Meetings are physically closed to the public. Please see paragraphs below for additional information.

Notice: This meeting will be held in accordance with Executive Order N-29-20, issued by California Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans with Disabilities Act. No physical public meeting location will be provided for this meeting. Instead, the Board will hold this meeting telephonically using Zoom. All members of the public may observe and participate in the meeting:

- **Via video conferencing at: https://us02web.zoom.us/j/84890132753?pwd=bHhlN0R4TDFncE9JQ2xKWWVSYVRKQT09**
- **Via teleconference by calling (253) 215-8782 or (301) 715-8592**
- **US Meeting ID: 848 9013 2753**
- **Password: 037008**
- **Public may also observe and listen to this meeting through the District's website at https://tudwater.com/board-of-directors/meeting-agenda-minutes-video/**

Call to Order

Pledge of Allegiance

I. **Public Forum** - (5 minutes per item maximum) We would like to welcome the members of the public who have taken the time to attend this meeting and provide comments on matters related to District business. Any member of the public may address the Board relating to any matter within the Board's jurisdiction. This need not be related to any item on the agenda; however, the Board cannot act on an item unless it was noticed on the agenda. Persons speaking during the Public Comment will be limited to five (5) minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board.

II. **Consent Calendar**

1. Minutes of the Regular Board Meeting of January 26, 2021
2. Approval of Reimbursement Claims for Directors Statement of Meetings Attended and/or Travel Expenses, Claim Summary, and General Manager Requisition Approval Report for January 2021

III. **Regular Business**

3. Consider Authorizing the General Manager to Execute an Agreement for Resident Project Representative Services with Mountaineering Engineering for the Sonora Regional Wastewater Treatment Facility Project

IV. **Staff Reports**

V. **Directors Communication and Reports**

VI. **Closed Session**

a. Conference with Labor Negotiators
Pursuant to Government Code Section 54957.6
Agency Representative: Ed Pattison, Abby Parcon
Employee Organization: Northern California District Council of Laborers' Construction, Production and Maintenance Laborers' Local Union Number 1130

VII. **Reconvene to Open Session**

a. Closed Session Disclosure

Adjournment

Note: *Agenda Material can be inspected at the District Office located at 18885 Nugget Blvd., Sonora, CA and on our website at www.tudwater.com.*

Board Policy limits Board meetings to a duration of three (3) hours; however, the Board may consider whether to extend the meeting beyond three (3) hours by majority vote.

In accordance with the Americans with Disabilities Act, if you need special assistance (i.e. auxiliary aids or services) in order to participate in this public meeting, please contact the Clerk of the Board, Melissa McMullen, and (209) 532-5536 ext. 510. Notifications 48 hours prior to the start of the meeting will enable the Clerk to make reasonable accommodations to ensure accessibility to this public meeting.

TUOLUMNE UTILITIES DISTRICT

Agenda Item No.II.1

STAFF REPORT

Board Meeting of February 9, 2021

Agenda Section: Consent Calendar

Description: Minutes of the Regular Board Meeting of January 26, 2021

Submitted By: Melissa McMullen, Executive Secretary/Board Clerk

Recommendation

Approve the minutes as presented.

Action Requested: _____ ***Resolution(s)*** (attached) and __X__ Motion (see below) _____ ***Review only***

Suggested Motion: "I move to approve the minutes."

Board Action:	Resolution No. _____	Motion by _____	Second by _____
	Ayes: _____	Noes: _____	
	Absent: _____	Abstained: _____	Recuse: _____

TUOLUMNE UTILITIES DISTRICT
REGULAR MEETING MINUTES
JANUARY 26, 2021

A regular meeting of the Board of Directors of Tuolumne Utilities District convened at 9:00 a.m. at the District Office, 18885 Nugget Blvd., Sonora, California.

This meeting was held in accordance with Executive Order N-29-20, issued by California Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans with Disabilities Act. No physical public meeting location was provided for this meeting. Instead, the Board held this meeting telephonically using Zoom. Members of the public were able to speak and provide oral comments during the meeting.

A verbal roll call was conducted by Melissa McMullen, Board Clerk.

Melissa McMullen, Board Clerk, conducted all voting by verbal roll call.

The following Directors and staff were present:

Director Balen, President
Director Ringen, Vice President
Director Boatright
Director Kerns
Director Murphy

Edwin R. Pattison, General Manager
Erik Johnson, District Engineer
Don Perkins, Operations Director
Steve Sheffield, Finance Director
Abby Parcon, Administrative Services Director
Melissa McMullen, Executive Secretary, Board Clerk
Jesse Barton, District Counsel

Call to Order
Pledge of Allegiance

I. Public Forum

No public comment was heard.

II. Consent Calendar

1. Minutes of the Regular Board Meeting of January 12, 2021

2. Reject Claim for Damages – Claim No. 20-04 Phillip Ferreira; Claimant

Melissa McMullen stated that a correction was made to the minutes of January 12, 2021, Item #7 Consider Adopting CEQA Notice of Determination and Executing Agreement Regarding Construction and Transfer of Water and Sewer Main Line Extensions to Serve the Stone Mill Development Parcels —RC Equities, LLC and DG Investors, LLC. *The order of the motions by Director Murphy and Director Ringen were revised to show Director Murphy's motion was proposed before Director Ringen's motion.*

Director Balen pulled Item #1 of the Consent Calendar for further discussion.

Director Balen requested the following revision to the January 12, 2021 Board meeting minutes; Item #5 Consider Authorizing General Manager to Execute an Engineering Services Agreement with Pacific Advanced Civil Engineering (PACE) for Bidding and Construction Phase Support, Programmable Logic Controller (PLC) Programming, and Supervisory Control and Data Acquisition (SCADA) Integration Services for the Sonora Regional Wastewater Recycling Facility Project. *Director Balen requested that the current project title be the same as the original project title and to remove the word* ***"recycling"*** *as it was not in the original CEQA project title.*

Director Ringen moved to approve the Consent Calendar with the revisions to Item #1. Director Boatright seconded the motion and it was approved unanimously.

III. Regular Business

By consensus the Board approved hearing Item #4 before Item #3 under Regular Business.

4. Consider Contract Extension for Legislative Advocacy Services

Ed Pattison presented a summarization of the request to consider approving a one-year contract extension for VNF Solutions and California Advocates for the 2021 calendar year.

No public comment was heard.

Director Kerns moved to approve a one-year contract extension for VNF Solutions and California Advocates for the 2021 Calendar year. Director Ringen, Vice President seconded the motion and it was approved unanimously.

3. Public Hearing to Consider Adoption of a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program in Accordance with the California Environmental Quality Act for Sierra Pines Regional Water Treatment Facility

The Public Hearing was opened at 9:15 a.m.

Erik Johnson, Don Perkins and Dave Beauchamp, Environmental Science Associates (ESA), presented a summarization of the request to consider adoption of a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program in Accordance with the California Environmental Quality Act for Sierra Pines Regional Water Treatment Facility and responded to questions.

Public comment was heard.

Director Balen closed the Public Hearing at 10:59 a.m.

Director Ringen made the motion to refer this item to the appropriate Committees. Director Murphy seconded the motion.

Director Balen made a motion to approve CEQA and Monitoring but to have the CEQA document referred to various committees for review and revision. Motion failed due to a lack of a second.

Director Ringen rescinded his motion to refer this item to the appropriate Committees. Director Murphy rescinded her second of Director Ringen's motion.

Director Ringen moved to approve the adoption of the Mitigated Negative Declaration with the understanding that the mitigation, monitoring, and reporting

program would be amended to address night sky, pond turtle, and fire protection concerns. Director Murphy seconded the motion and it was approved unanimously.

5. Operational Update on the Water and Wastewater Departments

Don Perkins gave an Operational Update on the Water and Wastewater Departments and responded to questions.

No public comment was heard.

IV. Staff Reports

Abby Parcon reported on the following items:
-Tuolumne County Pubic Health: Availability of COVID-19 vaccines for employees

Ed Pattison reported on the following items:
-Scheduling of Board Committees for February 2021
-Scheduling:
Board Workshop: Water Availability is tentatively scheduled for February 11, 2021

Board Workshop: Update on the Pacific Gas & Electric (PG&E) Phoenix Water Rights and Facilities Acquisition and the United States Bureau of Reclamation New Melones Central Valley Project Water Supply Contract is tentatively scheduled for February 18, 2021

Board of Directors Tour of the Wastewater Treatment Plant is tentatively scheduled for late February

V. Directors Communication and Reports

Director Ringen reported on the following items:
-Participated in the Tuolumne-Stanislaus IRWMP Water Advisory Committee meeting

Director Balen reported on the following items:
-Mountain Counties Water Resources Association meetings

Director Balen recessed the meeting into Closed Session at 12:24 p.m.

VI. Closed Session

a. Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Position: General Manager

VII. Reconvene to Open Session

a. Closed Session Disclosure

Director Balen reconvened the meeting to Open Session at 2:27 p.m. with no reportable action taken during Closed Session.

Adjournment

The meeting was adjourned at 2:27 p.m.

Date: _____

ATTEST:

Barbara Balen, President
Board of Directors

Melissa McMullen,
Executive Secretary/Board Clerk

TUOLUMNE UTILITIES DISTRICT

Agenda Item No.II.2

STAFF REPORT

Board Meeting of February 9, 2020

Agenda Section: Consent Calendar

Description: Approval of Reimbursement Claims for Directors Statement of Meetings Attended and/or Travel Expenses, Claim Summary, and General Manager Requisition Approval Report for January 2021

Submitted By: Steve Sheffield, Finance Director

Recommendation

Approve reimbursement claims for Directors Statement of Meetings Attended and/or Travel Expenses, Claim Summary, and General Manager Requisition Approval Report for January 2021.

Background

Items and services are purchased pursuant to Board policy as they are contained in the budget. The Claim Summary is a list of all checks paid for the month of January for such items. The claim summary consists of 21 pages totaling $2,344,672.14.

Action Requested: ____ ***Resolution(s)*** (attached) and __X__ ***Motion*** (see below) ____ ***Review only***

Suggested Motion: ***"I move to approve the reimbursement claims for Directors Statement of Meetings Attended and/or Travel Expenses, Claim Summary, and General Manager Requisition Approval Report for January 2021."***

Attachments: Directors Statement of Meetings Attended and Travel Expenses
Claim Summary
General Manager Requisition Approval Report

Board Action:	Resolution No. _____	Motion by _____ Second by _____
	Ayes: _____	Noes: _____
	Absent: _____	Abstained: _____ Recuse: _____

Directors Monthly Statement of Meetings Attended
and Travel Expenses Through January 31, 2021
FISCAL YEAR 2021

	BALEN	BOATRIGHT	KERNS	KOPF	RINGEN	RUCKER	TOTAL
BEGINNING BALANCES	$ 2,335	$ -	$ 1,500	$ 1,500	$ 2,100	$ 800	$ 8,235
JANUARY:							
Meetings	-	300	-	-	-	-	300
Conferences:							
Registration	-	-	-	-	-	-	-
Lodging	-	-	-	-	-	-	-
Mileage/Tolls	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-
Meals	-	-	-	-	-	-	-
Public Transportation	-	-	-	-	-	-	-
Parking	-	-	-	-	-	-	-
Subtotal Conferences	-	-	-	-	-	-	-
Miscellaneous:							
Mileage	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Miscellaneous	-	-	-	-	-	-	-
JANUARY TOTALS	-	300	-	-	-	-	300
YEAR TO DATE BALANCES	$ 2,335	$ 300	$ 1,500	$ 1,500	$ 2,100	$ 800	$ 8,535

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TUOLUMNE UTILITIES DISTRICT

Board of Directors

Statement of Meetings Attended

For the Month of December **, 202** 0

Date	Meetings compensable pursuant to Water Code §30507	Payment Amount
12/8/20	Regula Board Meeting	$ 100.00
12/17/20	complete Agency Ethics training	$ 100.00
12/31/20	complete Anti-Harassment training	$ 100.00

Date	Meetings Attended with No Compensation

David L Boatright Digitally signed by David L Boatright Date: 2021.01.13 15:18:57 -08'00'

Director Signature

PAID JAN 2 9 2020

Date Paid:

David L Boaright

Printed Name

Tuolumne Utilities District, CA

Claim Summary

By Vendor Name

Date Range: 01/01/2021 - 01/31/2021

Vendor Name	Payable Description	Payable Amount	Payment Amount
29th District Agricultural Association			80.74
	Sewer Electrical Charges	80.74	
Aaron Pingree			556.94
	RHI	556.94	
Acme Rigging & Supply Co.			462.68
	Trucks 238/247 Tire Chains	462.68	
ACWA/JPIA - Employee Benefits			12,171.20
	Dental/Vision/Life/EAP February 2021	12,171.20	
ACWA/JPIA - Insurance Premium			32,660.54
	Workers' Compensation Qtr 2 10/1/2020 - 12/31/2020	32,660.54	
Adventist Health Sonora			598.00
	DOT Physicals & Drug Testing	598.00	
Ahearn's Towing			150.00
	Truck 205 Tow Bill	150.00	
American Chevrolet Geo Inc			82,414.26
	2021 Silverado 3500HD (CK30903) Reg Cab 142"WT	41,207.13	
	2021 Silverado 3500HD (CK30903) 142" WT	41,207.13	
American Water Works Association			4,394.00
	AWWA Yearly Membership	4,394.00	
Anchor QEA, LLC			15,425.14
	Anchor QEA - Phoenix Lake Inspection	15,425.14	
Andrew Johnson			285.00
	Annual Safety Toed Boot Allowance	285.00	
Angel Tarango			60.00
	Reimburse D2 cert renewal	60.00	
Angels Pest Control Corporation			6,470.00
	Bi-Annual Facilities Weed Control Treatment	6,470.00	
Aqua Ben Corporation			3,204.63
	Regional WWTP Chemicals (Hydrofloc 748E)	3,204.63	
Aqua Sierra Control, Inc.			921.37
	Repair of Radio Cards for Telemetry	921.37	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Aramark Uniform & Career Apparel Grou			1,300.59
	Uniform Service	522.00	
	Linen Laundry Service	71.42	
	Uniform Service	635.75	
	Linen Laundry Service	71.42	
Aramark Uniform & Career Apparel Grou			570.04
	Uniform Service	497.55	
	Linen Laundry Service	72.49	
Aramark Uniform & Career Apparel Grou			601.65
	Uniform Service	530.23	
	Linen Laundry Service	71.42	
Aramark Uniform & Career Apparel Grou			760.10
	Uniform Service	688.68	
	Linen Laundry Service	71.42	
AT&T Mobility			23.50
	AT&T Mobility	23.50	
AT&T			69.55
	Acct# 297907803	69.55	
AT&T			35.37
	Rancho Poquito Circuit - 0699	35.37	
AT&T			2,698.64
	Main Office Internet	958.69	
	Managed VPN Fiber - WW	1,739.95	
AT&T			183.90
	Phone Service	183.90	
Banc of America Leasing			58,858.96
	2007 LaSalle Loan # 4763402	58,858.96	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Bank of America			5,717.25
	Inspector Installation	19.99	
	Inspector Installation	19.99	
	Kathy's Retirement	12.19	
	Kathy's Retirement/Longevity Awards	25.84	
	All Staff Meeting	514.80	
	Gold Room Stock	23.61	
	Asco 3/8" Solenoid Valve G3496245	407.53	
	Desktop Monitor	131.33	
	Avery 8Tab Binder Dividers	23.76	
	12" SS Duct Hose Clamps	37.29	
	Collection system supplies and tools	209.43	
	Bluetooth Mouse	97.51	
	Collection system supplies and tools	129.24	
	Laptop Carry Case & Wireless Mouse	57.89	
	Micro Flex MF-300L Gloves	353.90	
	1000W Metal Halide Bulb	30.03	
	22in Monitor	105.80	
	Neopost Mail Machine Red Ink Cart.	160.82	
	Collection system supplies and tools	109.04	
	A2-MNHL-T .5"MPT Tube Assembly	151.30	
	Online2Learn - ARP Lisa Westbrook/VISA Paid Abby P	195.00	
	COVID-19 Prevention Program	149.00	
	2001-BP Actuator	337.05	
	Desk Heaters	69.87	
	Ground Rod Hammer Drill Kit, Batteries & Bits	51.27	
	Distilled Water (Warehouse Stock)	119.00	
	Facebook Recruitment Hiring Post - VISA Paid	7.16	
	Retain Pro Renewal	345.00	
	1-1/2HP Centrifugal Pump G0717254	638.89	
	Office Supplies	54.32	
	Wireless Mouse	18.62	
	Desk Office Chair	277.77	
	APC 450VA Battery Back-Ups	60.44	
	Desktop Speakers	21.54	
	Business Cards - Bayers and Terzich, VISA Paid	51.45	
	Business Cards - Paid VISA Abby Parcon	34.30	
	Zoom Web Meeting Subscription	172.95	
	Mailchimp - Public Outreach	87.99	
	Milwaukee Hatchet Pruning Saw and batteries.	404.34	
Bank of New York Mellon			56,313.87
	Columbia 91-02 Loan	56,313.87	
Bay Area Coating Consultants, Inc.			475.20
	500MG Reservoir	475.20	
BC Laboratories, Inc			864.00
	Wastewater Labs-Quarterly	864.00	
BC Laboratories, Inc			416.00
	Wastewater Labs-Quarterly	260.00	
	Wastewater Labs-Quarterly	156.00	
Behee Enterprises, Inc.			8,400.00
	Water Quality Testing	8,400.00	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Black Water Consulting Engineers, Inc.			13,184.25
	Tuolumne City Water Main Design Blackwater	13,184.25	
Blue Mountain Minerals			1,274.62
	Road Base #G150552	106.45	
	Road Base #G150552	85.14	
	Road Base #G150552	155.92	
	Road Base #G150552	165.57	
	Road Base #G150552	77.36	
	Road Base #G150552	159.14	
	Road Base #G150552	159.14	
	Road Base #G150552	182.71	
	Road Base #G150552	183.19	
Bob Slater			556.94
	RHI	556.94	
Brad Keefe			1,728.68
	RHI	1,728.68	
Brenda Seldon			1,142.81
	RHI	1,142.81	
Brenntag Pacific, Inc.			2,902.02
	Brenntag Order 1/7/2021	2,902.02	
Brian Secora			44.31
	Reimburse meeting expense	44.31	
BSK Associates			2,058.00
	Ammonia, TDS, Total Nitrogen Water Sampling	360.00	
	Alkalinity/Iron/Manganese/Toc Water Testing	648.00	
	Ammonia, TDS, Total Nitrogen Water Sampling	525.00	
	Ammonia, TDS, Total Nitrogen Water Sampling	525.00	
BSK Associates			815.00
	Ammonia, TDS, Total Nitrogen Water Sampling	525.00	
	Title 22 GM/IO/GP Water Testing Sampling	290.00	
BSK Associates			1,173.00
	Alkalinity/Iron/Manganese/Toc Water Testing	648.00	
	Ammonia, TDS, Total Nitrogen Water Sampling	525.00	
Cal Sierra Transfer			4.00
	Universal Waste Debris Disposal	4.00	
Cal.net Inc.			189.74
	Account# 30563 Big Hill	94.87	
	Account# 30443 Monte Grande	94.87	
Cal.net Inc.			434.74
	Account# 30445 Tuolumne WTP internet	434.74	

Vendor Name	Payable Description	Payable Amount	Payment Amount
California Advocates, Inc.			10,115.50
	State Affairs Advocacy	5,115.50	
	State Affairs Advocacy	5,000.00	
Carbon Copy, Inc.			74.11
	Copy Machines	74.11	
Cellco Partnership			1,199.97
	Verizon Smartphones	943.70	
	Verizon phones	211.19	
	Verizon cell service	45.08	
Cellco Partnership			205.09
	Verizon phones	212.35	
	Verizon cell service	(7.26)	
Charles Hunter			1,728.68
	RHI	1,728.68	
Check Processors, Inc.			1,069.30
	Lockbox services	1,069.30	
Cheryl Fraser			(29.35)
Cheryl Scesa			206.97
	RHI	206.97	
Clarke Broadcasting Corp.			475.00
	Top Banner Leaderboard Advertising - Link	475.00	
Clean Republic SODO LLC			2,104.00
	Batteries for SCADA Stations	2,104.00	
Coffee Break Service			319.25
	Coffee & Supplies Service	191.90	
	Coffee & Supplies Service	127.35	
Cole-Parmer Instrument Company			554.30
	Dispenser for Free Chlorine	554.30	
Columbia Communications			1,770.02
	District Radios for new trucks	1,290.02	
	Radio Service	480.00	
Columbia Sky Mobile Estates			29.44
	Electric Utility	29.44	
Comcast			1,546.01
	Monthly VOIP Phone System	1,546.01	
Comcast			469.66
	Monthly 1GB Internet Backup	369.69	
	Billing fax line	99.97	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Condor Earth Technologies, Inc			4,853.77
	condor PFAS sampling and geotracker management	4,853.77	
Condor Earth Technologies, Inc			3,315.75
	Condor SWPPP Phoenix Lake	3,315.75	
Contractor Compliance and Monitoring,			5,625.00
	CCMI - For Phoenix Lake	2,812.50	
	CCMI - For Phoenix Lake	2,812.50	
Craig Hallmeyer			206.97
	RHI	206.97	
CSK Auto, Inc.			50.05
	SCOL Shop Materials & Cleaners	50.05	
CSK Auto, Inc.			13.19
	Truck 229 Front End Center Link Bushing	13.19	
D2, Inc.			117.92
	Truck 247 Floor Liners	117.92	
Danica Bland			3,500.06
	Reimbursement - FSA DDC	3,500.06	
David Boatright			1,728.68
	RHI	1,728.68	
David Gracia			1,728.68
	RHI	1,728.68	
DC Frost			1,284.87
	100 each Brush clips #3585-002-4	1,284.87	
Debco Automotive Supply			134.09
	Vehicle Maint Service Parts Stock	79.67	
	Vehicle Maint Service Parts Stock	54.42	
Debco Automotive Supply			980.33
	Truck 215 Tune Up Parts	147.63	
	Vehicle Maint Service Parts Stock	53.75	
	Truck 215 Spark Plug Wires	60.20	
	Truck Light Bulb Stock	40.25	
	Truck 218 Spark Plugs, Wires & Filters	242.03	
	Truck 204 Crankshaft Sensor	112.17	
	Truck 230 Filters	224.83	
	Concrete Mixer Repair Parts	99.47	
Dell Business Credit			2,743.88
	Data Domain Remote Support	1,455.30	
	Dell PC and Monitor	224.64	
	Dell PC and Monitor	1,063.94	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Del-Tech Geotechnical Support Services			3,980.00
	groundwater monitoring wells sampling event	3,980.00	
Dennis Artzer			556.94
	RHI	556.94	
Dennis Hart			1,728.68
	RHI	1,728.68	
Doherty Tire of Sonora, Inc.			964.85
	#202 Tires	924.85	
	Truck 160 Flat Tire Repair	40.00	
Doherty Tire of Sonora, Inc.			770.41
	#231 Tires	770.41	
Doherty Tire of Sonora, Inc.			80.00
	Mount/Balance tires	80.00	
Don Nessl			1,142.81
	RHI	1,142.81	
Douglas Davis			556.94
	RHI	556.94	
ECS House Industries, Inc.			358.01
	Element ,Raptor E5	358.01	
El Dorado Septic Service			101.89
	Portable Toilet Rental	101.89	
El Dorado Septic Service			203.78
	Portable Toilet Rental	101.89	
	Portable Toilet Rental	101.89	
El Dorado Septic Service			601.89
	Portable Toilet Rental	101.89	
	Sludge Hauling	312.50	
	Sludge Hauling	187.50	
Elaine Wolfgang			206.97
	RHI	206.97	
Environmental Science Associates			30,887.99
	ESA - Sierra Pines Environmental	30,887.99	
Environmental Systems Research Institut			400.00
	ESRI Arc GIS Renewal	400.00	
Erik Johnson			95.00
	Reimbursement - QSD Renewal	95.00	
Erik Johnson			1,474.58

Vendor Name	Payable Description	Payable Amount	Payment Amount
	Reimbursement - FSA URM	1,474.58	
Fastenal Company			811.73
	Vending Supplies	111.73	
	Vending Supplies	11.31	
	6' Fiberglass Ladder	90.49	
	Drill Bits and Cutter Bits	53.47	
	Vending Supplies	404.70	
	1/4" #3 Self Tapping Screws	27.25	
	Apple Valley Sewer Lift Station #CASON70452	112.78	
Fastenal Company			701.76
	1-9/16" Spline Combo Rotary Hammer w/ Bits	621.71	
	Impact Bit Tools	31.81	
	All Thread For Restraints	48.24	
Fastenal Company			226.24
	Sonora wtp repair #cason 70786	127.67	
	Threaded Rod & Nuts	98.57	
Ferguson Enterprises LLC #3326			1,265.55
	Flushing Dechlorination Chemicals	1,265.55	
Ferguson Enterprises			17,857.13
	Meter Order 11/19/2020 DP	17,857.13	
Ferguson Enterprises			270.27
	5/8"x3/4" Water Meter Upgrade Warranty	270.27	
Five Claw Maintenance			4,296.46
	Janitorial Services	588.80	
	Janitorial Services	3,707.66	
Frank Perry			556.94
	RHI	556.94	
Fresno Universal Services, Inc.			260.42
	Disposable Masks for Employees (PPE)	260.42	
Frontier			115.10
	Phone Service	115.10	
Frontier			116.26
	Phone Service	116.26	
Gallery & Barton			21,133.34
	Legal Fees	21,133.34	
Gary Egger			556.94
	RHI	556.94	
General Plumbing Supply			65.03
	Apple Valley Sch80 PVC Parts	65.03	

Vendor Name	Payable Description	Payable Amount	Payment Amount
General Plumbing Supply			211.80
	3" ABS Sewer Plumbing Parts	67.13	
	Chlorine Drawdown Sch80 PVC Parts	22.10	
	Chlorine Tank PVC Parts	52.88	
	Chlorine Tank Sch80 Parts	69.69	
General Plumbing Supply			16.29
	1" Sch80 PVC Couplings	16.29	
General Supply			3,097.27
	Cuesta Heights Electrical Supplies	90.87	
	CIP Cuesta Project Pump wire	673.94	
	Water Department building heater core	385.41	
	CIP Cuesta Project	334.22	
	CIP Cuesta Project breakers	117.77	
	Cuesta Project CIP	147.62	
	CIP Cuesta Project lights and plugs	582.11	
	Water Department Pump Fuses	232.20	
	Cuesta Heights Electrical Supplies	96.60	
	Cuesta Heights Electrical Supplies	108.04	
	Chem Tank Mixer Electrical	137.68	
	Floats for sewer lift stations.	190.81	
George Hill			967.14
	RHI	967.14	
Glenda McWhinney			792.84
	RHI	792.84	
Greg Day			1,728.68
	RHI	1,728.68	
Hach Company			5,644.64
	DPD Chlorine Color Disk	301.36	
	Free Chlorine Color Disk Test Kit	160.55	
	Replacement Lamp for 2100N	586.60	
	Tuolumne WTP, New CL-17sc, CLF-10 free cl, pH probe	4,596.13	
Hach Company			2,920.79
	CL17sc Tubing kit	253.35	
	Free Chlorine Reagent Set for CL17	1,762.29	
	Formazin Turbidity Standard 4000 NTU 100ml	905.15	
Hach Company			867.65
	Tuolumne WTP, New CL-17sc, CLF-10 free cl, pH probe	867.65	
Harriet Whitmer			206.97
	RHI	206.97	
Haylei J Celillo			85.00
	The County Cut Quarterly	85.00	
Herc Rentals Inc.			2,714.50
	Mini-Excavator 1month Rental	2,714.50	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Herc Rentals Inc.			2,320.55
	3 Yard Wheel Loader Rental	2,320.55	
Horizon Water and Environment, LLC			3,904.40
	Horizon - Phoenix Dam	3,904.40	
Hunt & Sons, Inc.			4,774.08
	Fuel	1,719.18	
	Chevron Delo Coolant Red pre mix	1,104.92	
	Fuel	1,949.98	
Hunt & Sons, Inc.			1,298.25
	Fuel	1,298.25	
Hunt & Sons, Inc.			7,092.19
	Fuel	1,966.20	
	Fuel	2,466.38	
	Fuel	2,659.61	
Hunt & Sons, Inc.			7,861.32
	Fuel	2,009.24	
	Fuel	3,242.89	
	Fuel	1,490.71	
	Chev Meropa 150	230.78	
	Fuel	887.70	
Hunt & Sons, Inc.			1,876.25
	Meropa 220 oil	229.70	
	Meropa Oil	459.93	
	Fuel	1,186.62	
Inception Topco, Inc.			1,264.00
	Office 365 & Email Hosting	1,264.00	
Industrial Automation Group			3,974.00
	Tuolumne WTP- Settled h2o pump #2 drive replacement	3,974.00	
Industrial Electrical Company			2,171.88
	Oman 5 pump and mot./ Ridgewood hy. drive replace	2,171.88	
Industrial Scientific Corporation			425.86
	Gas Monitoring Subscription	425.86	
Infosend, Inc.			5,991.52
	Monthly billing charges	4,719.85	
	On Tap Newsletter-Jan/Feb 2021	1,271.67	
Instrument Technology Corp.			3,242.50
	VM-810 Locator Kit VIVM-810-E001-H	3,242.50	
Interstate Battery of Central Cal			319.39
	Truck 232 Battery Replacements	319.39	
Interstate Battery of Central Cal			222.23

Vendor Name	Payable Description	Payable Amount	Payment Amount
	Kennebec Tank Battery	222.23	
J.P. Gnipp			2,524.50
	Mono Vista Tank Survey Work	2,524.50	
J.P. Gnipp			600.00
	Survey for Sewer	600.00	
Jack Doheny Supplies INC.			4,467.06
	Mainline Camera Repair	4,467.06	
Jack Moyle			2,208.01
	Refund deposit - Moyle Rd 3 water services	2,208.01	
James A. Smith			222.54
	Board Letter Head & Action Request Books	222.54	
James Castle			556.94
	RHI	556.94	
James Lemaster			792.84
	RHI	792.84	
Jamestown Motor Corp			3,282.80
	Truck 203 Transmission Programming	135.00	
	Truck 213 Coolant Sensor	34.94	
	#203 Transmission	5,141.57	
	Truck 203 Transmission Parts	14.71	
	Truck 203 Transmission Core Credit	(2,145.00)	
	Truck 232 Brake Job Parts	101.58	
Jamestown Sanitary District			486.56
	Quarterly Lift Station Electricity	486.56	
Janet Seilnacht			144.00
	Power connection 1/1/2021 - 12/31/2021	144.00	
Jason Smith			750.00
	Landscaping Services	750.00	
Jeannine Bolter			206.97
	RHI	206.97	
Jeff Meyer			1,142.81
	RHI	1,142.81	
Jennifer Batt			505.40
	Reimbursement - FSA DDC	505.40	
Jerry Whitehead			1,142.81
	RHI	1,142.81	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Joe Cover & Sons Inc.			288.48
	Debris Hauling Service	288.48	
Joe Cover & Sons Inc.			728.22
	Debris Hauling Service	728.22	
John Mills			1,443.75
	Consultant Fees per contract	1,443.75	
Julie Perkins			161.54
	Garnishment	161.54	
Julie Perkins			161.54
	Garnishment	161.54	
Julie Perkins			161.54
	Garnishment	161.54	
Jutta Peterson			35.01
	Reimbursement - Internet for telecommuting	35.01	
Karla Hoback			206.97
	RHI	206.97	
Kathleen Kochel			1,728.68
	RHI	1,728.68	
Kelly Klyn			1,142.81
	RHI	1,142.81	
Kennedy/Jenks Consultants			1,184.00
	Kennedy Jenks	1,184.00	
Kennedy/Jenks Consultants			4,114.00
	Kennedy Jenks for Urban Water Management. Plan	4,114.00	
Kenneth Ingram			367.34
	Microflex Latex Gloves (2 Cases)	353.90	
	Reimburse lunch - new truck pick up 1/13/21	13.44	
Kimball Midwest			133.22
	Vehicle Shop Supplies	133.22	
Kimball Midwest			198.99
	Vehicle Shop Supplies	198.99	
L.K. Lehman Trucking			1,241.20
	Slurry for Nikki Ct SLS improvements.	1,241.20	
Laborer's Local #1130			2,120.00
	Union Dues	2,120.00	
Laborer's Local #1130			100.00

Vendor Name	Payable Description	Payable Amount	Payment Amount
	Union Initiation Fee	100.00	
Larry Davis			556.94
	RHI	556.94	
Larry Kram			206.97
	RHI	206.97	
Leonard Mauro			556.94
	RHI	556.94	
Les Dean			507.47
	Reimbursement - FSA URM	507.47	
Lowe's HIW Inc.			1,676.21
	Collection system supplies	189.67	
	Drill Bits	14.69	
	Apple Valley SPS Lumber	16.03	
	Apple Valley SPS Painting Supplies	31.67	
	Craftsman Generator 2200watt, shop vac @ MG wtp	695.03	
	Spray Paint	12.22	
	Meter Replacement Tools	98.18	
	Truck 216 Tools and Hoses	105.86	
	Truck 200 Meter Replacement Tools	86.71	
	Socket Wrench Attachments	16.29	
	Supplies Sonora WTP, heater, tarp for cv pump stat	112.02	
	Tools for Truck #248	119.73	
	Toilet Replacement, special order- Sonora WTP	178.11	
Mark Alderson Enterprises, Inc			980.00
	Fence repair	980.00	
Mark Alderson Enterprises, Inc			112.00
	Temp. Fence Panel Rentals	64.00	
	Raw Water Portable Temp Fence Panel Rentals	48.00	
Mark Alderson Enterprises, Inc			179.23
	2-3/8" Sch40 Galv Pipe 42'	147.23	
	Temp. Fence Panel Rentals	32.00	
McCrometer, Inc.			3,642.18
	4" Mag Meter for Phoenix Lake LS	3,642.18	
Melody Bixler			199.28
	Boots for Curtis Smithers	199.28	
Melody Bixler			253.05
	Annual Boot Allowance (Terzich)	253.05	
Michael Duck			556.94
	RHI	556.94	
Michael Martin			556.94
	RHI	556.94	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Michael Nicholls			206.97
	RHI	206.97	
Michael Thalman			1,142.81
	RHI	1,142.81	
Mike Talley			556.94
	RHI	556.94	
Mi-Wuk Mutual Water			906.38
	Water Service	906.38	
Mi-Wuk Mutual Water			1,028.60
	Water Service	30.00	
	Water Service	54.73	
	Water Service	943.87	
Modesto Welding Products			135.64
	Welding Supplies Stock	90.43	
	Welding Supplies Stock	45.21	
Mother Lode Answering Service			1,039.71
	Answering Service	1,039.71	
Motion Industries, Inc.			462.38
	TEBG4BB End Bearings	462.38	
Moyle Excavation			29,389.28
	Patch Paving Moyle	29,389.28	
Municipal Maintenance Equip			803.10
	#162 Repair worn parts on Vacuum boom	803.10	
Nhu Bergstrom			250.00
	Monthly Website Maintenance	250.00	
Njirich & Son's, Inc.			78,307.46
	Techite - Njirich	78,307.46	
Njirich & Son's, Inc.			287,730.78
	Gopher Tank Replacement Project	287,730.78	
Olin Corp.			4,380.51
	Sodium Hypochlorite 4000 Gallons	4,380.51	
Olin Corp.			2,465.10
	Bulk cl2- WTP's	1,683.00	
	Bulk cl2- WTP's	287.10	
	Bulk cl2- WTP's	495.00	

Vendor Name	Payable Description	Payable Amount	Payment Amount
PACE Supply Corp.			1,722.74
	Inventory Order 09/23/2020	13.41	
	Eden Lane Pump Station Plumbing	159.06	
	Eden Lane Pump Station Plumbing	753.97	
	Eden Lane Pump Station Plumbing	45.55	
	Inventory Order 12/03/2020	519.22	
	Inventory Order 12/03/2020	139.96	
	Inventory Order 12/03/2020	91.57	
PACE Supply Corp.			6,466.52
	Inventory Order 12/03/2020	103.67	
	2 1/2" Gruvlok7012 Coupling	347.96	
	B62B Hydrant Outside Seat O-Ring	138.97	
	Inventory Order 1/5/2021	4,379.78	
	Well-81gal X-Tro Pressure Tanks	1,496.14	
PACE Supply Corp.			1,290.66
	7.95 - 8.35 X 12.5 F1 SS Repair Clamp	212.60	
	Inventory Order 1/5/2021	290.65	
	Shaws Pump Station Meter Relocation	202.36	
	Hitching Post Pump Station	380.42	
	3" DI Grip Ring Kits	204.63	
PACE Supply Corp.			8,384.16
	Inventory Order 1/5/2021	7.57	
	Inventory Order 1/5/2021	61.67	
	Inventory Order 1/5/2021	98.40	
	Shaws Pump Station Meter Relocation	164.79	
	Eden Lane Pump Parts	191.51	
	Inventory Order 01/13/2021	5,258.22	
	Inventory Order 01/13/2021	1,145.48	
	Inventory Order 01/13/2021	176.96	
	Inventory Sch 80 Pipe Order 01/14/2021	665.81	
	Inventory Order 01/13/2021	21.88	
	Pipe Insulation Order (Warehouse Stock)	591.87	
PACE Supply Corp.			33.27
	Zelinsky Tank and Pump Station Cons. Parts	33.27	
Pacific Advanced Civil Engineering, Inc.			47,580.00
	Preliminary Design for the RWWTP Upgrades	47,580.00	
Pacific Gas & Electric			2,500.00
	Chaparral Tank PG&E New Service Meter	2,500.00	
Pacific Gas & Electric			7,522.98
	Electricity	7,522.98	
Pacific Mobile Structures, Inc.			649.94
	Monthly Rental Modular Bldg	649.94	
Pacific Mobile Structures, Inc.			649.94
	Monthly Rental Modular Bldg	649.94	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Pac-N-Copy			90.90
	Water Sampling Shipping Charges	90.90	
Patricia Haefer			35.01
	Reimbursement - Internet for telecommuting	35.01	
Paul Fairfield			556.94
	RHI	556.94	
Paul Prunchak			792.84
	RHI	792.84	
Phillips & Jordan			88.50
	Refund remaining hydrant deposit	88.50	
PTS Rentals, Inc.			4,199.25
	150KW Generator Rental PSPS	4,199.25	
Rain for Rent			3,660.14
	Rain For Rent	180.00	
	Rain for Rent - IRWM	3,480.14	
Rain for Rent			3,487.73
	Rain For Rent	3,487.73	
Randik Paper			512.20
	Janitorial Supplies	512.20	
Ray A. Morgan Company			14,716.19
	Document Scanning - Admin	14,716.19	
Richard Dean			206.97
	RHI	206.97	
Richard Pitcher			714.44
	Reimbursement - FSA URM	714.44	
Robert Bowers			619.50
	RHI	619.50	
Robert Hatcher			1,142.81
	RHI	1,142.81	
RYAN PROCESS, INC.			3,874.60
	Zirkon DIS AuAu-600-OO-2-1-PG Sensor	459.44	
	New Chemical Tanks; cl2, Soda Ash- Ponderosa WTP	3,415.16	
Sandi Gillespie			1,142.81
	RHI	1,142.81	
Sentry Alarm Systems, Inc.			150.00
	Admin Complex Alarm Monitoring	150.00	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Sentry Alarm Systems, Inc.			2,328.00
	Admin Complex Alarm Monitoring	660.00	
	Admin Complex Alarm Monitoring	660.00	
	Scenic View WTP Alarm Monitoring	252.00	
	Lakewood WTP Alarm Monitoring	252.00	
	Ponderosa WTP Alarm Monitoring	252.00	
	Cedar Ridge WTP Alarm Monitoring	252.00	
Sharon Norris			1,142.81
	RHI	1,142.81	
Shelly Borla			1,142.81
	RHI	1,142.81	
Sheri Fleming			1,728.68
	RHI	1,728.68	
Sierra Consultants, Inc.			2,005.00
	Land And Structure - Sonora WTP	2,005.00	
Sierra Mountain Construction, Inc			87,601.18
	On Call Const. SMCI - Apple Valley LS	22,843.17	
	Eden Lane - On Call Const. SMCI	64,758.01	
Signal Service			1,575.01
	Sonora WTP New Alarm System	1,575.01	
Sonora Lumber Company			511.94
	SCOL Shop Supplies	64.56	
	6-32x1-1/4 Combo Wrench	5.38	
	Shop Vac for Crystal Falls WTP, Rain gauge repl.	110.96	
	Maglite Flashlight	37.70	
	Truck #233 restock	293.34	
Sonora Lumber Company			1,099.85
	Apple Valley building	1,092.76	
	Ready Mix Concrete Bags	7.09	
Sonora Lumber Company			1,084.05
	U-Bolts & Washers	17.08	
	Parts and tools for Sonora sewer job #2101-283614	112.75	
	U-Bolts	11.59	
	Lumber #2101-289284	795.97	
	SCOL Shop Supplies & Small Tools	69.12	
	3 Wire Grounding Plug	25.84	
	SCOL Trash Bags	51.70	
Sonora Lumber Company			760.21
	Sawzall Blades, Screwdriver Set & Torque Bit Set	99.02	
	Concrete Form Material	5.80	
	Warehouse Stock	284.00	
	2x4x10 & 2x2x8 Lumber	30.96	
	Concrete Anchors and Masonry Drill Bits	55.42	
	Gate Padlock	24.77	
	Batt Insulation	(30.17)	

Vendor Name	Payable Description	Payable Amount	Payment Amount
	Batt Insulation	(86.19)	
	2+10+12 Doug Fir 32101-295293	128.07	
	Small Tools & Roof Repair Supplies	80.19	
	Small Tools	17.86	
	Screws, Nails & Strap Hangers	51.40	
	Concrete Form Material	88.12	
	Small Tools	10.96	
Sonora Water Company			39.65
	Utilities	39.65	
Standard Insurance			2,367.00
	STD/LTD February 2021	2,367.00	
Stantec Consulting Services Inc.			7,743.75
	USBR Work with Stantec	2,055.00	
	Stantec - Water Impact	5,688.75	
Stantec Consulting Services Inc.			1,476.75
	Stantec	1,476.75	
Stephen Gray			556.94
	RHI	556.94	
Steve Manning Construction, Inc.			979,188.40
	Phoenix Lake Construction	979,188.40	
SWRCB			47,671.15
	Large water system annual fees - Sonora	10,881.20	
	Large water system annual fees - Upper Basin	18,161.55	
	Large water system annual fees - Columbia	4,100.80	
	Small water system annual fees - Wards Ferry	275.00	
	Small water system annual fees - Ponderosa Hills	4,217.40	
	Small water system annual fees - Tuolumne	1,399.20	
	Small water system annual fees - Cedar Ridge	4,461.60	
	Small water system annual fees - Peaceful Pines	110.00	
	Small water system annual fees - Phoenix Lake Park	376.20	
	Small water system annual fees - Apple Valley	1,617.00	
	Small water system annual fees - Scenic View	1,795.20	
	Annual Permit Fee - Phoenix Lake Preservation	276.00	
Tamara Alexander			1,142.81
	RHI	1,142.81	
Terresa Hoots			238.25
	RHI	238.25	
Terry Hiler			792.84
	RHI	792.84	
Thane Allen			792.84
	RHI	792.84	

Vendor Name	Payable Description	Payable Amount	Payment Amount
The Wardens Office, Inc.			157.48
	Office Supply Stock	157.48	
The Wardens Office, Inc.			473.98
	Office Supply Stock	60.73	
	Office Supply Stock	225.21	
	Office Supply Stock	188.04	
The Wardens Office, Inc.			108.53
	Office Supply Stock	95.44	
	Office Supply Stock	2.89	
	Office Supply Stock	10.20	
Thomas Phillips			1,728.68
	RHI	1,728.68	
Thomas Powell			171.59
	Annual Safety Toe Boot Allowance	171.59	
Tim Grandbois			60.00
	Reimbursement - T2 Renewal	60.00	
Timothy McCullough			206.97
	RHI	206.97	
Tom Scesa			206.97
	RHI	206.97	
TPPA			29,089.92
	Electricity	29,089.92	
Tractor Supply Company			80.39
	Tie Down Straps	80.39	
Trevor Cowden			90.00
	Reimburse D3 cert renewal	90.00	
Tri-Dam Project			1,307.09
	Annual license fee - Mt Elizabeth radio tower	1,307.09	
Tuolumne County Assessor			212.75
	Monthly Map Updates	212.75	
Tuolumne County Community Cable Acc			576.00
	Cable 8 - TUD Board Meetings, 4th Qtr 2020	576.00	
Tuolumne County Recorder			100.00
	Release of Liens	40.00	
	Release of Liens	40.00	
	Release of Lien	20.00	
Tuolumne County Recorder			80.00
	Release of Liens	80.00	

Vendor Name	Payable Description	Payable Amount	Payment Amount
Tuolumne County Recorder			320.00
	Release of Liens	280.00	
	Release of Liens	40.00	
Tuolumne County Recorder			60.00
	Release of Liens	60.00	
Twain Harte Lumber			48.25
	2D Maglite Flashlight	48.25	
Tyler Business Forms			60.88
	2020 Year End Forms	60.88	
Tyler Technologies, Inc.			28,133.21
	Annual software maintenance fee	28,133.21	
Tyler Technologies, Inc.			8,182.50
	Insite quarterly transaction fees	8,182.50	
Union Hill Inn LLC			144.00
	Power connection 1/1/2021 - 12/31/2021	144.00	
United Rentals, Inc.			587.74
	C/M Supplies See Quote #189399766	587.74	
UPS			57.80
	Freight	57.80	
UPS			104.78
	Freight	104.78	
US Bank Equipment Finance			191.21
	Plotter Lease Payment	191.21	
US Bank Equipment Finance			397.77
	Plotter Lease Payment	397.77	
Verlia Teves			206.97
	RHI	206.97	
Virginia Ayers			206.97
	RHI	206.97	
VNF Solutions, LLC			9,000.00
	Federal Affairs Advocacy	9,000.00	
W. W. Grainger, Inc.			351.09
	Dewalt 20v cordless batteries & Circular Saw Kit	191.98	
	1/2 HP Sewer Snake Motor	159.11	
W. W. Grainger, Inc.			3,181.03
	LCD Hour Meters 2PPV6	225.65	
	Tubing (copper/poly) Crimping tools	797.68	

Vendor Name	Payable Description	Payable Amount	Payment Amount
	VFD'S for Apple Valley SLS	1,913.99	
	Tamper for electric jackhammer	243.71	
W. W. Grainger, Inc.			149.94
	Watts 1-1/4" Bronze Float Ball & Valve	149.94	
W. W. Grainger, Inc.			1,755.48
	Hot Box Encloser 6CHK1	1,160.04	
	Hot Box Encloser 6CHK1	377.42	
	42" Backdraft Damper Shutter 2FTW1	202.72	
	Cubicle Partition Hooks	15.30	
Watch Resources, Inc.			510.00
	RWWTP Landscaping	510.00	
Water Environment Federation			332.00
	WED Yearly Membership	332.00	
Watson-Marlow			2,413.80
	Hose for SPX65 hose Pump	2,413.80	
Wells Fargo Equipment Finance			5,218.65
	Vac Con Loan Payment	5,218.65	
Wells Fargo Financial Leasing			960.05
	Copier Lease Payment	960.05	
Wells Fargo Financial Leasing			960.05
	Copier Lease Payment	960.05	
Western Hydro-Corporate			2,952.12
	Pump for Crossroads SLS	2,952.12	
Western Hydro-Corporate			4,192.00
	Western Hydro	4,192.00	
William Gerber			556.94
	RHI	556.94	
William Pattinson			556.94
	RHI	556.94	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	410.00	197.00	0.00	685,735.49
Manual Checks	-	-	0.00	0.00
Voided Checks	-	1.00	0.00	-29.35
Bank Drafts	-	-	0.00	0.00
EFT's	106.00	89.00	0.00	1,658,966.00
	516.00	**287.00**	**0.00**	**2,344,672.14**

General Manager Requisition Approval Report

Tuolumne Utilities District, CA

Requisitions Issued: -

Req Number	Date	Status	Requested By	Department	Total
Description			**Vendor**		
REQ07497	1/6/2021	Approved	Makayla Dillon	Operations - Operations	64,758.01
Eden Lane - On Call Const. SMCI			1326 - Sierra Mountain Construction, Inc		

Item	Approval Path	Status	Approver	Approval Date	Item Amount
Eden Lane - On Call Const. SMCI	Operations; GM - Ops	Approved	Ed Pattison	1/6/2021	64,758.01

Req Number	Date	Status	Requested By	Department	Total
REQ07500	1/6/2021	Approved	Makayla Dillon	Engineering - Engineering	78,307.46
Techite - Njirich			N318 - Njirich & Son's, Inc.		

Item	Approval Path	Status	Approver	Approval Date	Item Amount
Techite - Njirich	Engineering; GM - Eng	Approved	Ed Pattison	1/6/2021	78,307.46

Req Number	Date	Status	Requested By	Department	Total
REQ07574	1/13/2021	Approved	Makayla Dillon	Engineering - Engineering	979,188.40
Phoenix Lake Construction			1447 - Steve Manning Construction, Inc.		

Item	Approval Path	Status	Approver	Approval Date	Item Amount
Phoenix Lake Construction	Engineering; GM - Eng	Approved	Ed Pattison	1/14/2021	979,188.40

TUOLUMNE UTILITIES DISTRICT

Agenda Item No.III.3

MEMORANDUM

Board Meeting of February 9, 2021

To: Tuolumne Utilities District Board of Directors

From: Jennifer Batt, Associate Engineer

Subject: Consider Authorizing the General Manager to Execute an Agreement for Resident Project Representative Services with Mountaineering Engineering for the Sonora Regional Wastewater Treatment Facility Project

Summary

Recommendation:

Staff recommends the Board, by motion, authorize the General Manager to execute an agreement for Resident Project Representative Services to Mountaineering Engineering in the amount of $455,000 for the Sonora Regional Wastewater Treatment Facility Project (SRWWTF).

Issue:

On December 2, 2020, the District issued a Request for Proposals for Resident Project Representative (RPR) Services. The scope of work for a RPR is very similar to a "construction inspector". On January 8, 2021, the District received, opened, and evaluated eight proposals. Proposals were evaluated based on the firm's relevant experience (both in project size and scope), the firm's ability to provide the scope of services required by the United States Department of Agriculture (USDA), and the experience level of the firm's RPR. On January 22, 2021, three firms were interviewed. Following the interview, both District Staff and Pacific Advanced Civil Engineering (PACE) agreed that Mountaineering Engineering was best suited for the job. RPR hourly rates have been provided in the table below:

Company Name	Hourly RPR Rate
*Mountaineering Engineering	$125
CORE Inspections	$120
*SRD	$135
ICM	$135
Blackwater Engineering Consultants	$145
*Consolidated CM	$154
Kennedy Jenks	$180
Anchor QEA	$189

*Firm was interviewed on January 22, 2021

Fiscal Impact:

The District has negotiated a fee of $455,000 for the scope of work contained in Exhibit D of the Request for

Board Action:	Resolution No. _____	Motion by _____ Second by _____
	Ayes: _____	Noes: _____
	Absent: _____	Abstained: _____ Recuse: _____

Proposals. The estimated duration of the project is expected to be 2-years. The fee represents approximately 1.8% of the overall project cost, currently estimated to be $25,603,224. The funds to pay for the RPR services are within the budget for the project and have been approved by the USDA.

Previously Related Action:

The United States Department of Agriculture (USDA) issued a Letter of Conditions to the District on August 6, 2020 along with an offer of funding in the amounts of:

USDA Grant:	$ 4,186,940
USDA Loan:	$15,882,000
TUD Share:	$ 5,534,284
Total Funding:	$25,603,224

On January 12, 2021, the Board approved an Engineering Services agreement with PACE in the amount of $754,480. PACE's scope did not include RPR services. Between PACE's Engineering Services agreement and the RPR agreement, the USDA's requirements for engineering and inspection will be satisfied.

Committee Status:

The proposals were reviewed by the Wastewater Committee meeting on February 8, 2021.

Adherence to Policy:

N/A

Discussion

TUD expects to advertise the construction project for bid in February. Prior to bidding, USDA requires a Resident Project Representative Services Agreement be executed. Mountaineering Engineering's scope of work includes general inspection, reviewing progress schedules and submittals, creating daily inspection reports, and observing the overall quality of the work.

The proposed Resident Project Representative Services Agreement, Mountaineering Engineering's proposal, and the scope of work have been reviewed and approved by USDA.

Attachment A
Agreement for Resident Project Representative Services

TUOLUMNE UTILITIES DISTRICT
AGREEMENT FOR RESIDENT PROJECT REPRESENTATIVE SERVICES

THIS AGREEMENT, made by and between, Tuolumne Utilities District, California, sometimes referred to in these Contract Documents as "District", "TUD", or "Owner", and **Mountaineering Engineering** referred to in these Contract Documents as "Resident Project Representative":

RECITALS

WHEREAS, District desires to obtain services from Resident Project Representative as specified in Section 1; and

WHEREAS, Resident Project Representative is duly licensed, qualified and equipped to perform said services for the benefit of District; and

WHEREAS, the performance of such services by Resident Project Representative has been determined by District to be in the public interest.

NOW, THEREFORE, District and Resident Project Representative agree as follows:

1. **Scope of Work**. District engages the services of Resident Project Representative as an independent contractor to perform the work and render the services described in Resident Project Representative's Proposal to District dated January 8, 2021 and Revised on February 1, 2021 attached hereto as Exhibit A (hereinafter referred to as the "Work"). The Work is generally described as follows: provide Resident Project Representative Services in accordance with USDA Exhibit D for the Sonora Regional Wastewater Treatment Facility Project. Resident Project Representative shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the professional standards of qualified and experienced personnel under similar circumstances at the same time in Tuolumne County in Resident Project Representative's field.

2. **Payment**. In exchange for the Work, District shall pay to Resident Project Representative a fee based on:

__X__ Payment will be based on actual time spent rendering services in accordance with the RPR Services rate contained in the proposal. The total fee for the Work shall not exceed **$455,000**, without further approval of the District. This fee shall include all of Resident Project Representative's costs and expenses related to the Work. On a monthly basis, Resident Project Representative shall submit to District an invoice for the Work performed which shall account for the actual time expended by Resident Project Representative in providing such work. If the Work is satisfactorily completed and the invoice is accurately computed District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Resident Project Representative, unless approved in advance in writing by District.

3. **Term**. This Agreement shall continue in effect until completion of the Work to the satisfaction of District unless sooner terminated as provided below. *Select one*:

__X__ Resident Project Representative shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

____ Resident Project Representative shall complete the Work no later than _____, 20___. This deadline may be extended by District for good cause shown by Resident Project Representative.

A. Time is of the essence in this Agreement, however, Resident Project Representative has no control over District's or regulatory agency's review schedule or approval process.

B. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all the Work.

C. In the event of such abandonment, postponement or default by District, District shall pay to Resident Project Representative as full payment for all services performed and all expenses incurred under this Agreement to the time of termination, in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Resident Project Representative bear to the total services necessary for the full performance of the Work. There shall be deducted from such amount, however, all payments heretofore made by District to Resident Project Representative under this Agreement. In ascertaining the services actually rendered hereunder up to the date of such termination of this Agreement, consideration shall be given to both completed services and services in the process of completion as detailed in the Resident Project Representative's scopes of work and addendums and work plans approved by regulatory agencies.

D. In the event of default in performance by Resident Project Representative, the provisions of Section 4 hereof shall apply.

4. **Default by Resident Project Representative**. If Resident Project Representative fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District shall suspend payment until such time as the default is remedied by Resident Project Representative and if such default is not corrected within 30 days, notify Resident Project Representative in writing that District terminates Resident Project Representative's right to perform all or any portion of the Work. Resident Project Representative hereby agrees to pay District all damages sustained as a result of default by Resident Project Representative. If District terminates Resident Project Representative's right to perform the Work, District may have the work performed by others and charge the cost to Resident Project Representative. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Resident Project Representative's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Resident Project Representative under this Agreement and any amounts due but unpaid to Resident Project Representative at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Resident Project Representative. If the amount of such excess is larger than the amounts then due Resident Project Representative, Resident Project Representative shall immediately pay such excess or the balance thereof to District.

5. **Ownership of Documents**. Every document prepared by Resident Project Representative under this Agreement shall become the property of District. By this Agreement, Resident Project Representative transfers all of its right, title and interest in such documents to District, except that Resident Project Representative retains license to keep copies of documents that become publicly available during the scope of the project. Any documents retained by Resident Project Representative shall only be used to defend the Work during the term of this Agreement and no other purpose after the term of this Agreement. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Resident Project Representative shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright excepted as noted above. Documents prepared by Resident Project Representative under this Agreement shall not be provided by Resident Project Representative to any other persons or entity without District's prior written approval.

6. **Compliance with Laws**. Resident Project Representative shall exercise due professional care to perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Resident Project Representative also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Resident Project Representative shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act

of 1967, and the California Fair Employment and Housing Act. The Resident Project Representative is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District. Resident Project Representative is only responsible for the safety of Resident Project Representative's employees, subcontractors, and other persons under its direction and control. Resident Project Representative is not responsible to ensure that persons other than its employees, subcontractors, or other persons not under its direction and control comply with all applicable federal, state and local laws and regulations.

7. **Indemnification**. Resident Project Representative shall indemnify, defend and hold harmless the District against liability for damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Resident Project Representative. Resident Project Representative's obligations under this section shall be enforced to the fullest extent of the law, as provided or otherwise limited by Civil Code section 2782.8.

District shall indemnify and hold harmless the Resident Project Representative against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent such arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the District.

8. **Insurance**. A. Types and Limits. Resident Project Representative at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

Type	Limits	Scope
Commercial Public Liability and Property Damage	$1,000,000 per Occurrence	at least as broad as ISO CG 0001
Automobile Liability	$1,000,000 per Accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' Compensation	Statutory Limits	
Employers' Liability	$1,000,000 per Accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Resident Project Representative shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Resident Project Representative, and its agents, and employees, if any, from all suits, actions, damages, losses or claims to which they may be subjected by reason of, arising from, or resulting from Resident Project Representative's operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Resident Project Representative. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Resident Project Representative's insurance. If Resident Project Representative fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Resident Project Representative shall be permissibly self-insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Resident Project Representative fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Resident Project Representative agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insured. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

9. **Independent Contractor**. The parties hereto agree that at all times during the term of this Agreement Resident Project Representative, Resident Project Representative's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Resident Project Representative shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Resident Project Representative only insofar as the result of Resident Project Representative's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Resident Project Representative, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Resident Project Representative. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Resident Project Representative, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Resident Project Representative or any third persons employed by or contracted by Resident Project Representative to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Resident Project Representative or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Resident Project Representative nor any third persons or contractors employed by Resident Project Representative shall be entitled to any other benefits payable to employees of District. Resident Project Representative hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

Resident Project Representative represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

10. **Parties' Responsibilities.** District shall provide access to and/or obtain permission for Resident Project Representative to enter upon property, whether or not owned by District, as required to perform and complete the Work. Resident Project Representative will operate with reasonable care to minimize damage to the Work site. The cost of repairing such damage will be borne by Resident Project Representative.

Resident Project Representative shall be responsible to determine the existence and location of all subsurface structures, such as pipes, tanks, cables, and utilities within the Work site, and be responsible for any damage inadvertently caused by Resident Project Representative.

If Resident Project Representative discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement, Resident Project Representative will notify Client in writing of these changed conditions. Depending upon the circumstances, District and Resident Project Representative may renegotiate in good faith the terms and conditions of this Agreement.

11. **Entire Agreement**. This writing and the documents incorporated herein by reference as Exhibit A, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

12. **Successors and Assignment**. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Resident Project Representative shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

13. **No Waiver of Rights**. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Resident Project Representative shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

14. **Severability**. If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

15. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of California.

16. **Notice**. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

17. **In witness whereof.** The effective date of this Agreement shall be the last date this Agreement is executed either by the Contractor or Owner.

District: Tuolumne Utilities District
18885 Nugget Blvd.
Sonora, California 95370
Attention: General Manager

Resident Project Representative: Mountaineering Engineering
1397 Greenhaven Drive
Oakdale, CA 95361
Attention: Michael Nessl, P.E.

Any party may change its address by notifying the other party of the change in the manner provided above.

18. **Attorneys Fees**. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party to the fullest extent of the law, and as may be limited by section 7 above.

RESIDENT PROJECT REPRESENTATIVE

_____ _____
Signature Date

_____
Printed Name/Title

TUOLUMNE UTILITIES DISTRICT

_____ _____
Edwin R. Pattison Date
General Manager

ATTEST:

_____ _____
Melissa McMullen Date
Executive Secretary/Board Clerk

Attachment B

USDA Exhibit D-Scope of the Resident Project Representative

RESIDENT PROJECT REPRESENTATIVE (RPR) – SERVICES

A. Owner shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, RPR shall not supervise, direct, or have control over the Work, nor shall RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The RPR neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

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5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

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c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups:

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

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12. *Reports:*

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

    d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *American Iron and Steel Requirements:* The RPR is to assist the Engineer in implementing the Engineer's Responsibilities for project compliance with the USDA RUS American Iron and Steel Requirements. The RPR typically is responsible for field identification and photo documenting domestic iron and steel products used in the project. The RPR may also be requested to maintain a log of manufacturer's certifications.

16. *Completion*:

    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

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D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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