

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:

September 15, 2026

Agenda Item Number: N-1

Action Required:

Yes

Department:

Engineering

Sponsor:

Robert Mather

Subject:

APEX Work Authorization 27-01 - Capital Projects

Summary of Discussion:

The work authorization for capital projects design and construction engineering services in FY 2027 will be presented. The amounts for each project match the approved budget.

Reviewed / Approved

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$ 1,865,000.00

Funding Source:

Grant(s)

Budgeted:

Yes

Attachments

1. FY2027 Billing Rate Adjustment Memo
2. WA APEX 27-01 - Capital Projects Design & Construction Engineering Services

Approved By: _____

General Manager

Date: _____

9-10-26



Memorandum

Date: September 9, 2026
To: Key Largo Wastewater Treatment District Board of Commissioners and General Manager
From: Steve Suggs, PE, Principal Engineer, Apex Companies, LLC
Regarding: FY2027 Billing Rate Adjustment and Alignment to Apex Labor Classifications

Request: approve a 3% adjustment to the existing KLWTD hourly rate schedule, rounded to the nearest whole dollar, and authorize use of Apex's standard labor classification framework at the KLWTD-specific rates shown below. The FY2027 Work Authorization and budget amounts are unchanged.

Purpose of Request

Apex Companies, LLC requests approval of an updated labor rate schedule for KLWTD's FY2027 engineering services. The proposal has two components: (1) a 3% adjustment to the existing KLWTD hourly rates, rounded to the nearest whole dollar, and (2) conversion from the legacy WEC billing titles to Apex's standard labor classification framework.

The 3% adjustment is intended as a routine annual labor-cost update following the larger rate alignment approved last year. The latest available U.S. Bureau of Labor Statistics CPI-U for the nearby Miami-Fort Lauderdale-West Palm Beach area increased 3.4% over the 12 months ending June 2026; the requested 3% adjustment is slightly below that regional inflation measure.

Apex Labor Classification Alignment

The legacy WEC schedule used relatively few labor categories. Apex uses standard discipline ladders with multiple levels for engineering, project management, science, CAD/GIS, inspection and technical support. Apex requests that those classifications be available for KLWTD billing while retaining a separate KLWTD-specific rate schedule.

This is not a request to adopt Apex's standard Florida corporate billing rates. Direct legacy equivalents generally reflect the proposed 3% adjustment, while new classifications add appropriate intermediate and senior levels. Because the structures do not align one-for-one, some mapped rates increase and some decrease. New classifications are identified as "New to KLWTD" in the crosswalk below.

Individual Classification Crosswalk

Existing KLWTD Position	Current Rate	Proposed Apex Classification	Proposed FY2027 Rate
Principal in Charge	\$240	Principal Engineer	\$247
<i>New to KLWTD</i>	—	Sr. Engineering Manager	\$217
Registered Professional Engineer (P.E.)	\$190	Sr. Project Engineer (P.E. required)	\$196
Structural Manager	\$180	Engineering Manager	\$185
<i>New to KLWTD</i>	—	Project Engineer	\$179
Registered Engineer Intern (E.I.)	\$168	Staff Engineer	\$173
<i>New to KLWTD</i>	—	Sr. Project Manager	\$196

Existing KLWTD Position	Current Rate	Proposed Apex Classification	Proposed FY2027 Rate
Project Manager	\$185	Project Manager	\$191
<i>New to KLWTD</i>	—	Associate Project Manager	\$182
<i>New to KLWTD</i>	—	Principal Scientist	\$232
<i>New to KLWTD</i>	—	Sr. Lead Scientist	\$209
<i>New to KLWTD</i>	—	Lead Scientist	\$196
Environmental Scientist	\$185	Sr. Project Scientist	\$175
Mining Specialist PhD (non-P.E.)	\$185	Sr. Project Scientist	\$175
<i>New to KLWTD</i>	—	Project Scientist	\$169
<i>New to KLWTD</i>	—	Staff Scientist	\$168
Senior Planner	\$160	Sr. Planner	\$165
Certified Floodplain Manager (CFM)	\$160	Planner 3	\$165
<i>New to KLWTD</i>	—	Sr. CAD/GIS Technician	\$162
Senior Engineering Designer	\$132	CAD/GIS Technician 2	\$136
Engineering Designer	\$120	CAD/GIS Technician 1	\$124
Structural Inspector	\$150	Sr. Construction Inspector	\$136
Senior Construction Inspector	\$132	Sr. Construction Inspector	\$136
Code Inspector	\$150	Construction Inspector	\$118
Construction Inspector	\$115	Construction Inspector	\$118
Engineering Technician	\$100	Technician 3	\$103
Structural Technician	\$100	Technician 3	\$103
Field Technician	\$100	Construction Technician	\$103
<i>New to KLWTD</i>	—	Project Administrator	\$118
Clerical	\$75	Administrative	\$77
Plans Examiner	\$150	Applicable engineering classification performing review	Applicable rate

FY2027 Budget and Work Authorization Impact

The proposed schedule does not increase KLWTD's FY2027 budgeted engineering amounts or the not-to-exceed amounts in the FY2027 Work Authorizations. The updated rates govern labor pricing within the existing approved scopes and budgets. Work beyond an approved Work Authorization amount would continue to require additional authorization.

KLWTD's adopted FY2027 budget remains the controlling funding framework. The classification change is a billing-structure update, not a request to expand the FY2027 engineering program or approved expenditures.

Requested Action

Apex respectfully requests approval of the FY2027 KLWTD billing rate schedule effective October 1, 2026: a 3% annual adjustment (rounded to the nearest whole dollar) and use of the Apex labor classification framework at the KLWTD-specific rates above. This maintains a moderate annual adjustment and provides a clearer, consistent classification structure going forward.

WORK AUTHORIZATION APEX 27-01

a
Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created
by
Chapter 02-337, Laws of Florida, 2003

and

Apex Companies, LLC. (APEX)

SCOPE OF SERVICE:	Capital Projects & Construction Services
PROJECT COST:	Hourly (Not to Exceed \$1,865,000.00 for FY27)
PROJECT SCHEDULE:	As needed and directed by the District
PROJECT BILLING:	See EXHIBIT A

Steve Suggs, Principal Engineer
Apex Companies, LLC.
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: _____

WORK AUTHORIZATION APEX 27-01

CAPITAL PROJECTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

Apex Companies, LLC. Scope of Services

The Key Largo Wastewater Treatment District (District) provides wastewater collection, transmission, treatment and disposal services for the District and provides treatment and disposal for the wastewater from Islamorada, Village of Islands (Village). In order to provide these services, the District must construct and maintain the infrastructure necessary to collect, treat and dispose of the wastewater. The District will be undertaking various construction projects in FY27 and future years.

The District requires assistance in the design of capital projects and in inspection and administration of the construction contracts. Apex Companies, LLC. (APEX), as the District's construction professional, will:

- Provide engineering design for the funded capital projects for FY27. The design services will include design, technical specifications and bidding assistance as needed
- Review and rank proposals from Contractors for construction tasks based on qualifications, references and pricing. The ranking will be submitted to the District for review and selection of Contractor(s).
- After selection and award of contract to Contractor(s), conduct Pre-Construction Meeting(s) with the Designer, Contractor(s), Representatives of local utilities, FDOT, District Staff and other interested parties.
- Review shop drawings and submittals provided by the Contractor(s) and approve such documents after determining compliance with the Designer's drawings and specifications.
- Conduct Construction Progress Meetings throughout the entirety of the construction project.

- Interact with the Designer and the Contractor(s) in response to Requests for Clarification by the Contractor(s) regarding the design, as well as serve as the District's liaison to the Designer for other construction issues.
- Participate in start-up of the constructed infrastructure, as applicable.
- Review record drawings, and final close-out documents on completion of the projects. At the District's option, APEX may produce final record drawings based on the Contractor(s)'s record drawings as maintained in the field.

APEX will perform daily construction observation services or may rely on information provided by the District's General Manager and District Staff, should the District elect to provide daily construction observation services, with the agreement of APEX. The observation service may include:

- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Generating construction progress reports as required by the District.

A breakdown of service cost is detailed in "Exhibit B". Upon the District's authorization to proceed, APEX's services during will include those outlined above and more specifically, the following:

Basic Services

A. APEX's services during design will include specifically the following:

1. Design. APEX will consult with the District to define the capital projects and will produce design drawing to include Civil, Structural and Electrical engineering design as needed. Drawing will be produced in AutoCAD on 22" X 34" sheets. Final drawings will be signed and sealed and will be provided in both paper and PDF format.
2. Technical Specifications. Technical specifications for the project will be produced to cover all aspects of the work. The technical specifications will be reviewed and will be signed and sealed by a licensed professional engineer. The technical specifications will be provided both in hard copy and in PDF format.
3. Bidding Assistance. APEX will prepare the RFP documents using the District's standard RFP format. The RFP will include the bid form and other forms and will

include the Standard General Conditions, Supplementary Conditions and the FDEP Supplementary conditions as well as a construction cost estimate. The RFP will be prepared in PDF format, ready for uploading to DemandStar for advertising.

B. APEX's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with District and act as the District's representative as provided in the Agreement and the Construction Contract between the District and the Contractor(s). All of District's instructions to the Contractor(s) will be issued through APEX, who shall have authority to act on behalf of District in dealings with the Contractor(s) to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
2. Resident Project Representative (RPR). Provide the services of a RPR, on an as-needed basis to supplement District inspections, at the construction sites to provide more extensive observation of the Contractor(s)'s work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit B.
3. Pre-Construction Conference. Conduct the Pre-Construction Conference prior to commencement of Work at the Site.
4. Visits to Site and Observation of Construction. Make visits to the Site at intervals appropriate to the various stages of construction, as APEX deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
5. Defective Work. Recommend to District that the Contractor(s)'s work be disapproved and rejected while it is in progress if, on the basis of such observations, APEX believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Clarifications and Interpretations-Field Orders. Provide clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor(s)'s work and make recommendations to the District.
7. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the District, as appropriate.

8. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which the Contractor(s) is required to submit.
9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor(s).
10. Inspections and Tests. Assure that the Contractor(s) has required such special inspections or tests of the Contractor(s)'s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
11. Disagreements between the District and Contractor(s). Render formal written recommendations on all claims of the District and Contractor(s) relating to the acceptability of Contractor(s)'s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor(s)'s work.
12. Applications for Payment. Review Contractor(s)' Applications for Payment and all required documentation.
13. Contractor(s)'s Completion Documents.
 - a. Review maintenance and operating instructions, record drawings, certifications, schedules, and guarantees received from the Contractor(s).
 - b. From the Contractor(s), receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by the Contractor(s) to obtain final payment.
 - c. APEX shall transmit these documents to the District.
14. Substantial Completion. Promptly after notice from the Contractor(s) that the entire work is ready for its intended use, in company with the Contractor(s), conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of the District and if APEX considers the Work Substantially Complete, APEX shall prepare a Certificate of Substantial Completion and a final punch list for execution by the District, APEX and the Contractor(s) to the District.
15. Final Notice of Acceptability. Conduct a final inspection to determine if the completed Work

of the Contractor(s) is acceptable so that APEX may recommend, in writing, final payment to the Contractor(s).

The fees for these services, as specifically set forth in EXHIBIT A, will be charged on an hourly basis. The Construction Phase will commence with the execution of the Construction Agreement for each Project or any part thereof and will terminate upon written recommendation by APEX for final payment to the Contractor(s) and acceptance by the District. APEX will not perform services under this Work Authorization that would exceed the FY27 "Not to Exceed" amount stated above, without prior written authorization from the District.

Anticipated Capital Projects and costs may include the projects listed below, depending on Board authorization to begin the project.

Project Name	Description	Budget for FY 27
Odor Control at Vacuum Stations	Continue to provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements; prepare project close-out documents	\$85,000.00
Capital Prelim Design & Budget	This is annual services we provide to assist with preparation of the annual budgets for the upcoming year and to assist in identifying capital projects. It also covers assistance in pursuing grant funds until projects are designated.	\$20,000.00
Effluent Filtration Upgrades	This will include inspections, project close-out, etc. However, due to issues with the new filter unit it will also likely include participation in resolving disputes between the District, Evoqua and Reynolds.	\$50,000.00
Vacuum System Monitoring	Continue to provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements; prepare project close-out documents	\$15,000.00
Power Conditioning at Vacuum Stations	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award.	\$188,000.00
Power Conditioning and Electrical Upgrades at WWTP	Continue to provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements; prepare project close-out documents	\$48,000.00

EQ Tanks & Headworks	Complete design and FDEP permitting. Prepare bid documents, review bids and make a recommendation of award. The project will go to construction in FY 27 with services to include shop drawing reviews, provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements.	\$500,000.00
Ventilation Upgrades at Vacuum Stations	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award.	\$40,000.00
Vac Station Sewage Tank Upgrades	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award. It will also include construction CEI for two vacuum stations.	\$550,000.00
Ductile Iron Piping Corrosion Control	This project will include the completion of design, preparation of bid documents, review bids and make a recommendation of award. The project will go to construction in FY 27 with services to include shop drawing reviews, provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements.	\$149,000.00
Flood Panels @ WWTP	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFI's and preparing recommendation of award.	\$30,000.00
CSAP CMMS	This project will include assistance in setup and integration of the CMMS system with GIS and iWater to comply with CSAP requirements. CMMS will allow for tracking of materials, labor, and work orders.	\$45,000.00
Monroe County Sea Level Rise – General	This will include the review of Monroe County's roadway and stormwater adaptation projects throughout design, coordination w/ stakeholders, design and construction inspection for resolution of conflicts with KLWTD Infrastructure.	\$40,000.00
Monroe County Sea Level Rise – Stillwright	This includes plan review for the County's roadway milling and resurfacing, construction inspection, and design associated with conflict resolutions.	\$15,000.00
Service Connection Revisions	This will include preparing plans and specifications on an as-needed basis to extend suitable sewer connections to unserved parcels.	\$20,000.00
Elevator @ WWTP	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award.	\$70,000.00
TOTAL		\$1,865,000.00

Other capital projects that may arise during FY27 may result in additional engineering efforts. If needed, a proposal for increased engineering fees may be presented for Board approval to cover efforts for the listed conceptual projects and any other projects that may arise in FY27.

EXHIBIT A

APEX COMPANIES, LLC FEE SCHEDULE

Category	Hourly Rate
Principal Engineer	\$247
Principal Scientist	\$232
Sr. Engineering Manager	\$217
Sr. Lead Scientist	\$209
Sr. Project Engineer	\$196
Lead Scientist	\$196
Sr. Project Manager	\$196
Project Manager	\$191
Engineering Manager	\$185
Associate Project Manager	\$182
Project Engineer	\$179
Sr. Project Scientist	\$175
Staff Engineer	\$173
Project Scientist	\$169
Staff Scientist	\$168
Sr. Planner	\$165
Planner 3	\$165
Sr. CAD/GIS Technician	\$162
CAD/GIS Technician 2	\$136
Sr. Construction Inspector	\$136
CAD/GIS Technician 1	\$124
Construction Inspector	\$118
Project Administrator	\$118
Technician 3	\$103
Construction Technician	\$103
Administrative	\$77

Reimbursable Expenses:

<i>Vellums</i>	<i>\$10.00 / each</i>	<i>(24 x 36)</i>
<i>Mylars</i>	<i>\$25.00 / each</i>	<i>(24 x 36)</i>
<i>Blue Prints / Sheet</i>	<i>\$2.80 / each</i>	<i>(24 x 36)</i>
<i>Copies</i>	<i>\$0.30 / each</i>	<i>(11 x 17)</i>
<i>Copies</i>	<i>\$0.20 / each</i>	<i>(8 ½ x 14)</i>
<i>Copies</i>	<i>\$0.15 / each</i>	<i>(8 ½ x 11)</i>
<i>Travel *</i>	<i>Cost plus 15%</i>	
<i>Overnight mail</i>	<i>Cost plus 15%</i>	
<i>Other Reimbursable Expenses</i>	<i>Cost plus 15%</i>	

**Outside of Monroe County*

EXHIBIT B
Resident Project Representative

- A. APEX shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist APEX in observing progress and quality of the Work. The District shall provide at least one staff employee to assist the RPR with inspections and other duties as directed by the RPR. The RPR, assistants, and other field staff as described within this Exhibit B may provide full time representation or may provide representation to a lesser degree, at the District's option, with deductions in billing to the District based on reduced services.
- B. Through such additional observations of the Contractor(s)'s work in progress and field checks of materials and equipment by the RPR and assistants, APEX shall endeavor to provide further protection for the District against defects and deficiencies in the Work. However, APEX shall not, during such visits or as a result of such observations of the Contractor(s)'s work in progress, supervise, direct, or have control over the Contractor(s)'s Work nor shall APEX have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor(s), for safety precautions and programs incident to the Contractor(s)'s work in progress, for any failure of the Contractor(s) to comply with Laws and Regulations applicable to the Contractor(s)'s performing and furnishing the Work, or responsibility of construction for the Contractor(s)'s failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of APEX in the Scope of Services and Contract for Consulting/Professional Services with the District and in the Contract Documents, and are further limited and described as follows:
1. General: RPR is APEX's agent at the Site, will act as directed by and under the supervision of APEX, and will confer with APEX regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor(s)'s work in progress shall in general be with APEX and the Contractor(s), keeping the District advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor(s). RPR shall generally communicate with the District with the knowledge of and under the direction of APEX.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample

submittals, and schedule of values prepared by the Contractor(s) and consult with APEX concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with the Contractor(s), such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:* Serve as APEX's liaison with the Contractor(s), working principally through the Contractor(s)'s superintendent and assist in understanding the intent of the Contract Documents.
 - a. Assist APEX in serving as the District's liaison with the Contractor(s) when the Contractor(s)'s operations affect the District's on-Site operations.
 - b. Assist in obtaining additional details or information from the District, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to APEX when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor(s) clarifications and interpretations as issued by APEX.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by the Contractor(s), and notify APEX of availability of Samples for examination.
 - c. Advise APEX and the Contractor(s) of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by APEX.
7. *Modifications:* Consider and evaluate the Contractor(s)'s suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to APEX. Transmit requests for modifications to the Designer as needed. Transmit to the Contractor(s) in writing decisions as issued by APEX and the Designer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of the Contractor(s)'s work in progress to assist

APEX in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to APEX whenever RPR believes that any part of the Contractor(s)'s work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise APEX of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections: Tests and System Startups:

- a. Consult with APEX in advance of scheduled major inspections, tests, and system startups of important phases of the Work.
- b. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate District personnel, and that the Contractor(s) maintains adequate records thereof.
- c. Observe, record, and report to APEX appropriate details relative to the test procedures and system startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to APEX.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, APEX's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to the Contractor(s), and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording the Contractor(s)'s hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to APEX.
- c. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to APEX.

11. Reports:

- a. Furnish to APEX periodic reports as required of progress of the Work and of the Contractor(s)'s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to APEX and the Designer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor(s).
- c. Furnish to APEX and the District copies of all inspection, test, and system startup reports.
- d. Report immediately to APEX the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or Acts of God endangering the Work, and property damaged by fire or other causes.

12. Payment Requests: Review Applications for Payment with the Contractor(s) for compliance with the established procedure for their submission and forward with recommendations to APEX, 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.

13. 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 Specifications to be assembled and furnished by the Contractor(s) are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to APEX for review and forwarding to the District prior to payment for that part of the Work.

14. Completion:

- a. Before APEX issues a Certificate of Substantial Completion, submit to the Contractor(s) a list of observed items requiring completion or correction.
- b. Observe whether the Contractor(s) has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of APEX, the District, and the Contractor(s) and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to APEX concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of APEX's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of the Contractor(s), subcontractors, suppliers, or the Contractor(s)'s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor(s)'s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the District or the

Contractor(s).

6. Participate in specialized field or laboratory testing or inspections conducted off-site by others except as specifically authorized by APEX.
7. Accept Shop Drawing or Sample submittals from anyone other than the Contractor(s).
8. Authorize the District to occupy the Project in whole or in part.