Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.1

Meeting Date	
November 15, 2023	
Agenda Item Name	
September 27th 2023 Meeting Minutes	
Requested Action	
Transcript of meeting.	
Staff Report	
Additional Analysis	
Fiscal Impact Summary	
Exhibits Attached	

In The Matter Of:

Central Florida Tourism Oversight District

Board of Supervisors Meeting

September 27, 2023

Legal Realtime Reporting

622 E. Washington Street

Suite 200

Orlando, Florida 32801

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

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Location: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

Date: September 27, 2023

Time: 5:05 p.m. to 7:30 p.m.

Reported by: Tara K. Slocum, CRR, RPR,
California Certified Court Reporter and Notary Public
State of Florida

PRESENT:

BOARD MEMBERS: Martin Garcia, Chairman; Charbel Barakat, Vice Chairman; Brian Aungst, Jr., Ron Peri and Bridget Ziegler

SPEAKERS: Pastor Jim Book, Kissimmee Christian Church; Eddie Fernandez, CFTOD Operational Safety Consultant; Debbie McDonald, Eric Ferrari, Fire Chief; Mike Rickabaugh; Wendell B. Gaertner, Senior Managing Director of PRAG; Thierry Boveri, V.P. of Raftelis; Chris Ferraro, Director of RCES; Susan Higgenbotham, Chief Financial Officer; Tanya Naylor, Director of Security and Emergency Management

CFTOD EMPLOYEES PRESENT: Glenton Gilzean, Jr., District Administrator; Paula Hoisington, Chief of Staff; Kurt Ardaman, Acting Counsel for CFTOD; Susan Higginbotham, Chief Financial Officer; Rocky Haag, Executive Assistant to the District Administrator; Tanya Naylor, Director of Security and Emergency Management; Yenni Hernandez, Chief Information Officer; Katherine Luetzow, Planning and Engineering Manager; Jason Middleton, Chief Human Resources Officer; Eric Ferrari, Acting Fire Chief; Sherri DeSorcy, Executive Assistant to Paula Hoisington; Brandy Brown, External Affairs; Erin O'Donnell, Public Records Administrator; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Mike Crikis, Director Environmental Sciences; Associate; Michele Dicus, Director Human Resources; Joel Edwards; Eryka Washington Perry, Director-Communications; Mary Balliet, Human Resources; Danielle Lawyer, Building & Safety; Jennifer Johnson, Permitting; Eddie Fernandez, Internal Risk Manager Human Resources; Doreen Johnson, Environmental Sciences

P R O C E E D I N G S

* * * * *

CHAIR GARCIA: So it's 5:05. I am going to call the meeting to order.

Welcome to everyone. Thank you for being here. Thank you for your interest in the work of this Board, and thank you for your interest in the District. Let's begin with the invocation, Mr. Gilzean.

MR. GILZEAN: At this time, I would like to introduce Pastor Jim Book, the lead minister of Kissimmee Christian Church. Pastor Book has served in his role for 12 years, and is also the president of Advanced Center For Ministry Training. He is married to his lovely wife Janet for over 32 years. Together they have three lovely daughters, Emily, Macy and Mandy.

Pastor, will you lead us in prayer?

PASTOR BOOK: Thank you so much for this opportunity to ask God's blessing on our meeting tonight. Would you bow with me in prayer.

Father in Heaven, as the Board here discusses tourism and providing the quality infrastructure for those who visit, I am

reminded of the words in Jeremiah, 29th Chapter where you encouraged and commanded Israel as they were in exile in Babylon to build their houses, to plant gardens, take their wives, have grandkids, and you said that they may increase and not diminish, and you asked your people even in exile to seek the peace of the City.

This Board, Father, has a huge responsibility to provide so much for so many people coming in, into the hotels and tourist areas, and then providing the quality infrastructure to make sure those who live here are cared for, so I am asking for wisdom on behalf of this Board, and the number of organizations that are represented in this room this afternoon. And I ask simply this, in our efforts to provide the best experience we can for folks as they make their way into Central Florida, that we too will, as you commanded your people, even in exile to seek the peace of the City. That's what we want to do. We want people coming here to experience that. So in order to do that, we speak for wisdom and guidance, and you concluded those words by

saying you will be carried away, pray to the Lord for its peace for if the city has peace, then we will have peace, and may that be our desire, even now in Jesus's name we pray, amen.

CHAIR GARCIA: Pastor, thank you so much for the blessing and for those wise words.

Next let's honor this great nation with the pledge of allegiance. Please stand.

ATTENDEES: I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible with liberty and justice for all.

CHAIR GARCIA: Okay. Our safety procedures, please.

MR. FERNANDEZ: Good afternoon. Thank you, Mr. Chairman.

To our guests and visitors, this meeting is in the afternoon, different from our morning meetings, so I would like to start by saying in the event of evacuation, we would normally have employees in the District that would don a safety vest and meet you at the ends of the parking lots. There are no employees this afternoon. They have all gone home for the

day, but please follow that same procedure. If we do need to evacuate, make your way out the nearest exit. There is an exit in the front of the building where you entered. There is also one through these two doors that will talk you and lead you out through the back of the building. Make your way to the ends of the parking lot so that we can take attendance. Make sure everyone is exited, and then we can wait for emergency responders to tell us when it's safe to come back in. If we do need an AED or a First Aid kit, we have those available at the security desk, and we will get those and bring them in to provide care for whoever needs it.

Thank you very much, and enjoy the meeting.

CHAIR GARCIA: Thank you. And next up, public comments. We have one public comment from Ms. Debbie McDonald.

Welcome back, Ms. McDonald. And just for the record, indicate whether you are here in a representative capacity.

MS. McDONALD: Just me, thank you.

CHAIR GARCIA: Thank you.

MS. McDONALD: I am here today to remind the Board to please focus on their job and stop stiring up controversy and chaos. Dissimilating political news the Board is making are generating negative publicity, costing taxpayers millions in legal fees.

The employee turnover that this unnecessary chaos has caused is alarming. The chief of public works, the chief of facilities, and the fire chief have all resigned to retire early, along with countless employees.

Mr. Classe, the previous administrator, was escorted out of the building after he was dismissed.

And, Mr. Gilzean, your assistant also has resigned after being here for many, many years.

If this chaos continues, there will be many more essential employees who leave because they feel silenced and intimidated.

Ultimately your primary job is to run a special district, in which there are hundreds in Florida. I live in a special district, as well. Also down the road are seniors that live in the Villages up the road. These districts have many needs, including infrastructure,

disaster preparedness, and long term planning for growth. Everyday District needs should be the focus on this Board. Instead it appears this Board was assembled to create chaos through contorversial news that don't benefit anyone. The only beneficiary of this manufactured chaos is Ron DeSantis and apparently the Republican Party of Florida, and I am not sure how that is going.

I want to remind the Board and this audience that legal fees are piling up in the millions, and they are eating away at the budget that could be helping build infrastructure and employees in a time of high inflation and much more.

In the end, people often voted for Republicans because they want the government out of the way. Instead, we see a government that is being recognized as creating a political revenge at all of our expense, especially the employees who work for this District. These are nice people. They have families, and they are very, very loyal.

People who move to Florida for freedom want to live in a place where public

institutions are enriched by a small well-connected group of people to carry out an agenda. I urge the Board to engage longterm thinking, and challenge them to stay out of the process and actually govern this District. Again, please consider a compromise, Mr. Eisner. Thank you.

MR. AUNGST: Mr. Iger.

MS. McDONALD: Iger, sorry. Thank you very much.

CHAIR GARCIA: Thank you for your comments.

And now we will go to the consent agenda. Is there anyone that wants to pull any items from the consent agenda?

MR. AUNGST: Mr. Chairman, I would like to have a discussion on item 6.3, please.

CHAIR GARCIA: Okay. Will we have discussion now?

MR. GILZEAN: Yes, sir, at this time, I would like to bring up our acting fire chief to give a presentation on 6.3.

MR. FERRARI: Good afternoon, Mr. Gilzean, and Members of the Board. I am Eric Ferrari, the acting fire chief here to present to you

the proposal for the purchase of two class a pumpers, the fire engines we use in our fleet.

So we are proposing a purchase from Sutphen, extreme-duty trucks. We currently own one Sutphen. It's the first in our fleet. We took the liberty of Sutphen just a few months ago, along with a competitor just behind it from Pierce, and these are the two competing bids for this purchase.

We operate four Frontline engines in our jurisdiction, one in each fire station. And Frontline fire engines have approximately a ten year service life, but typically not more than 15 years, and there are a lot of factors that affect the refresh cycle, wear and tear, hours on the pump, maintenance issues. And then if there is a significant change to the standard that the engines are built to, a safety change, might prompt an earlier change-out of an engine. So for us, our Frontline engines after approximately ten years go into reserve status, and we will keep them in reserve status for up-staffing purposes, and also while the Frontline engines are being serviced, we can put a reserve engine in that is beyond that

ten-year life cycle and still continue to be maintained. We typically will not run a piece of apparatus beyond 20 years, that is a good benchmark to retire it. And then this purchase that we are proposing would replace Frontline units Engine 31 and Engine 11, so these Sutphens would be expected to be delivered sometime in FY2027. We are targeting February '27 due to production delays and resource availability. That's the latest they will deliver the unit. There is a potential they could deliver a few months earlier, which, of course, we would welcome.

So as I mentioned before, we previously purchased from Sutphen and Pierce. They are two competing companies and manufacturers. When you place them side by side in the bid cycle, Sutphen came back a little bit higher. However, that really was an apples-to-oranges comparison. And fortunate for us, we took delivery of these two units brand new and were able to physically put them side by side and compare them. And just to take you back a little bit, we purchased these two units during -- coming out of Covid based on availability.

They had very limited availability in fire apparatus, and there was not much choice, we needed to get apparatus here, and these two manufacturers could have them delivered on time, and that's how we ended up with them. But when you put them side by side, the Sutphen has increased water capacity. All fire engines carry water onboard. So you have a 750-gallon versus 500-gallon tank onboard, and then significant storage space on the Sutphen, enhanced storage capability. In fire service, we like to pack a lot of equipment on the engine, get as much as we can on the scene, and the Sutphen is definitely more accommodating to that need.

And when you look at the build of both units, both acceptable. We are happy with both units. However, the Sutphen by far is in a league of its own.

And the last, when working with fleet, they have a local representative that can be onsite here quickly for Sutphen. Pierce they are up in Sanford, not a huge difficulty, but definitely more convenient to have a local representative onsite should we need them.

So this purchase will be funded through FY2025, the operating account 5609506, and will pay half $902,040, and the remainder in FY2026, $902,040. So we are asking your approval for this purchase.

And I will entertain any questions.

CHAIR GARCIA: Any questions?

MR. AUNGST: Thank you, Mr. Chair.

I just wanted to point out that when I first met with the men and women of our fire department, in particular, the fire unit, the first thing I heard wasn't about compensation. It was about life safety and the age of the vehicles, and particularly the Frontline vehicles.

And, Chief, I just wanted to confirm, is it my understanding when this Board was appointed, that we had several Frontline vehicles that were over 15 years, and maybe even one or two that were over 20 years old?

MR. FERRARI: That's correct. We definitely had an aging fleet, and then coming out of Covid, we were really, really in a bind. Now with the two new engines that we took delivery on with this year make and model, and

then the other one I mentioned around the 2015 mark, so our fleet has definitely now taken a leap forward.

MR. AUNGST: I just wanted to thank this Board and Mr. Gilzean, and thank you for your leadership and the fire unit and all the men and women, our first responders for bringing this issue up and getting us back on that 10-year Frontline, 15 to 20-year reserve and replacing those vehicles as they should be replaced in the best practices. So I appreciate it. Thank you.

MR. FERRARI: Yes, sir, we are in much better shape today than we were two years ago, without a doubt, both on the Frontline engine and also on the rescue ambulances that we order and maintain.

CHAIR GARCIA: Any other questions or comments from fellow Board members?

Chief, thank you very much for that very informative report. We appreciate that.

MR. FERRARI: Yes, sir.

MS. ZIEGLER: No, I just wanted to highlight because I think I heard in the public comments, and I have heard this before, again

this Board being a very unique setup, we had to start from ground zero almost to put it in place for best practices, one being the procurement policy we just put in place, I think it's really important with a lot of people watching the intent is to be transparent and have good systems in place to have this run as an efficient government operation, so I just wanted to highlight that.

Thank you Mr. Garcia and Mr. Gilzean.

CHAIR GARCIA: Thank you for those comments.

Any other questions or comments from the Board? No? Hearing none.

Thank you again, Chief, for that very informative report.

Let me ask Mr. Ardaman, so this has been pulled from the consent agenda. Do we vote on that separately?

MR. ARDAMAN: You can go ahead and consider the entire consent agenda in its total. It was just a discussion about all the items. You are fine approving the consent agenda in toto.

CHAIR GARCIA: Okay. Perfect. With that

explanation, is there a motion we approve the consent agenda?

MR. AUNGST: So moved.

CHAIR GARCIA: Is there a second?

MR. BARAKAT: Second.

CHAIR GARCIA: All in favor indicate by saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed? Let the record reflect, the vote passed unanimously.

Okay. Next reports, management reports, Mr. Gilzean.

MR. GILZEAN: Thank you, Mr. Chair, Members of the Board.

During our meeting today, we have several acknowledgments, including our first employee excellence award. Along with the celebration of my good friend, retired Mr. Mike Rickabaugh, we are grateful for all of our employees, and we want to publicly acknowledge their dedication and sacrifice. Simultaneously the District will be implementing new programs to increase transparency operations, including the new procurement processes we just alluded to a second ago by our Board member, which allowed

for the adoption of contracts on today's agenda. We have also started union negotiations with B unit, and lastly we finalized our fiscal year '24 budget and addressed the annual pass program that's been in the news.

I want to take a moment to discuss each of these in detail, beginning with our beloved, good friend Mike Rickabaugh. I would like to acknowledge the retirement of the legendary Mike Rickabaugh. Mike retired from our building and safety department after 20 years of service. Although Mike did retire at the beginning of this month, he was so gracious to return here today with his beautiful bride, so that way we can honor him and recognize him.

For those who don't know Mike, he is an institution in the District. He has brought so much joy to capitalist families across the world. I know he had a lot to do with the Expedition Everest rollercoaster ride in Animal Kingdom and many other beloved favorites for generations of families. His contributions to hotels and attractions across the District are an incredible testament to his abilities. He's

always emphasized pride in ownership, which is reflected in the quality of his work. More than that, Mike is just an overall good guy. He supports his team and always goes the extra mile to get the job done. In fact, I have a piece of correspondence from Mr. Rob Wagner, the senior VP of construction for the Drury Development that highlights Mike's remarkable character. Mr. Wagner writes, "It has been great working with you, Mike, over the last few years. As many have told you, my first impressions of you were one of a hardline, no compassion, no flexibility government building official. Boy was I wrong. The evening you turned around for me while sitting in traffic was one that I will never forget. I think I teared up when you agreed to do so. The simple act of human kindness showed me that you were invested as much as I was to get our project open for business. I would have done anything you asked after that point. It really had a big impact on me. Every time I pull up to our hotel, I think about the evening and the guests is that when I was no longer a Drury employee, I will always think about the gesture as I pull

up to this hotel. Please note that our last hotel project you helped us complete was a difficult one, but wonderful, and you have made our hotel much better, and you have made our hotel process much better, and for that I am forever grateful."

Mike has set the example not just for our team but for our taxpayers. We appreciate his dedication. Although I know Kenny and Ryan are holding down the effort, Mike, we will miss you.

At this time, I would like to call Mike up to the front so we can do a photo and celebration further.

I don't know if you have a couple remarks, do you? Of course you do. If you have a couple remarks, come up and say them, and then we will take a photo.

MR. RICKABAUGH: Well, thank you, Mr. Gilzean, for the amazing comments, and thank you for having me back.

I have a kind of a history of saying something that after I say it, I think about I shouldn't have said that. What I wanted to say was since April -- yeah, September 8th this

is the first time I have had long pants on. It feels a little different.

But really the first thing I really want to say is I miss you. I can't tell you how much I miss you, and that's the toughest part in this whole thing is missing everybody every day, and the interaction that we have had, the impact we had on this District.

But I want to thank Mr. Gilzean again, Paula, for the nice retirement party that I had, but it was all made great by the employees and all the effort that was put forth. Since I left, since I had that party, I watched the video. I look at all the gifts, and I live it over and over and over, and it's just -- it will never stop, and I can't tell you how much that means to me.

But I will quickly say that in August of 1979, I accepted my first building official position in an energy boomtown in Wyoming. I took that job from an architect who had it prior to me. I didn't know what was going to be ahead of me in my career. I could never have imagined it. But to end up here after 20 years of providing safe environment, a built

environment for the tens of millions of people that come here is incredible.

I became the building official here after an architect also. I started that way, and I ended that way. And for some reason, in my mind it's like, well, that's amazing. In the building department, in the professional team that we have in the building department, I always said we are the silent defenders. We are the people that are behind the scenes making sure all the life safety elements of the building are there for the workers and guests for us, and I can't ever be able to quantify the respect that I have for the Department and those that work there. They are highly professional.

And what comes to mind is the first six months of this year, at least 182 times the inspection team modified their daily work schedule to come in early and work over a weekend to accommodate safe inspections for the user and the guests. We were successful because we had a common goal with the taxpayers and owners within the District, and that was safety, safety in the building environment, so

I am proud of that, and I thank you for all this. Thank you.

(Applause.)

(Photograph taken.)

MR. RICKABAUGH: I'm sorry, I forgot to mention that my granddaughter flew in today just for this. No, no, she came here to have a vacation at Disney World.

MR. GILZEAN: Mike, you have to acknowledge your wife. Come on.

MR. RICKABAUGH: Well, you already acknowledged her. It is one of those things.

MRS. RICKABAUGH: Only 53 years of that.

MR. RICKABAUGH: So forget what she just said. We have been married 53 years this month.

(Applause.)

MR. GILZEAN: Over the last several months, I have been listening to and addressing employee concerns via my outreach and open-door policy. I have taken these concerns to heart, and I am very grateful for the team and will do everything possible, and take a little moment of today's meeting to show it. With that in mind, we have a few more promotions to announce

and awards to grant.

We will start with the promotions. For those who are unaware, Ms. Tanya Naylor was recently promoted to director of security and emergency management. Tanya has worked within the bounds of the fire department. But given our new emphasis on public safety in the District, she's been recently elevated to director, and reports directly to me.

For those who -- for those who know -- for those who missed the last Board meeting, Tanya has led the charge for hurricane response, and did so with precision and excellence.

Tanya's career started at Walt Disney World in 1996 and was on the opening task force for Hong Kong Disneyland. She joined the security team in 2007 as a frontline leader in the parks resorts and communications center before joining management in 2010. As an area security manager, Tanya was responsible for background department, labor and scheduling. She ultimately took over the area management position at the communication and emergency operations center in 2011. Tanya joined the District in 2014 as the first emergency

manager. She served with us for almost ten years. Tanya works around the clock to ensure all taxpayers, guests and employees stay safe. She jokingly calls herself the doom and gloom because if it can go wrong, she has already considered it, and has an action plan to either prevent disaster or respond to mitigate and minimize any issues.

Thank you, Tanya, for worrying so we don't have to. We appreciate everything you do to keep us safe.

The second promotion announcement is that of Michele Dicus. Michele was recently promoted to director of human resources earlier this summer, but has yet to be properly acknowledged, which is why we are doing this today.

Michele's career started in the District in 2006. In fact, she was recently celebrating her 17-year anniversary on Monday.

Congratulations, Michele.

Although, many know Michele for her working the benefits area, she has a much larger impact on the entire District. She has always been involved and volunteered for

events, recently becoming the chairperson for the employee engagement committee. She also is a member of the national and local HR benefits and compensation organizations locally. Michele is an exceedingly pleasant person who sets the tone for her department and the District as a whole. We truly appreciate Michele's commitment to our employees while being in public service.

Michele, you are already thriving in your position, and we wish you the best as you continue in your new role.

Let's congratulate both Tanya and Michele. We appreciate you both.

(Applause.)

MR. GILZEAN: All right. So the next segment of business, which is one of my favorite, I am excited about bringing this effort forward, it has been a function that went defunct for the past couple years, and we are re-enhancing it, brought it back and enhanced it and made sure we can analyze, but more importantly recognize our colleagues, and we are always going to do that at Board meetings going forward. So here we are.

Let's see, earlier this month everyone in the District should have received a correspondence announcing a new employee incentive program, the excellence awards, which recognize the exceptional work our employees undertake each and every day. The award program consists of four levels, bronze, silver, gold and platinum, which allow employees to earn up to $2,000 for their outstanding contributions for the District.

I would like to, once again, acknowledge Michele, our director of human resources. Michele is the first recipient of the employee excellence award. For those who are unaware, Michele was a strategic leader who stepped outside her duties to collaborate and launch the first ever summer youth internship program in conjunction with Neo City Career Source. We know there were other colleagues that supported her, but she allowed this program and allowed the local students to learn more about the District and how it functions while providing real world experience to high school students in fields such as accounting, science, construction and emergency management. While

she worked collaboratively with other departments to establish this program, Michele's leadership and followthrough allowed these students to thrive. She went above and beyond her role by undertaking the responsibilities in lieu of her supervisor.

Her contribution included attending job fairs to help interview the students for her program, establishing a new student orientation, and became an instrumental mentor for the students during their time here. She also ensured students had transportation to and from their individual assignments. Michele helped periodically with feedback sessions from the students, which provided suggestions for future classes in the internship program. Michele's effort helped create and support a new facet of our workplace culture. By building on our positive respectful working environment, Michele also created opportunities which offered valuable life lessons that will shape the leaders of tomorrow.

Ultimately her efforts outside the scope of her standard work directly tie into the contribution of our strategic goals as a

District. For that, we commend her. Thank you Michele for going the extra mile.

At this time, I would like to call Michele to the front to receive her award.

(Applause.)

MR. GILZEAN: All right. Now we will move on to the financial discussions of the day. First to the contract. As I previously mentioned, we are moving forward with efforts to bolster transparency across the District. The Board publicly examined the contract for the District as a direct result of our new procurement policy. This public examination allowed for everyone to review the business of the District in the sunshine. Under our guidelines, the contracts authorize a single dollar amount that I can approve as administrator. As such, we brought them before the Board for an approval. I want to thank the Board and our procurement staff for diligently completing these contracts.

We are also in the process of advancing our bi-local agenda opening new opportunities to local vendors and veteran-owned vendors, and encouraging them to apply. I hope to have more

robust update of the progress of these projects in our October Board.

The second element of extensive financial discussion. I want to alert the Board and the public that the second union contract negotiation is underway. Our chief of staff always intended the CFO, Susan Higginbotham, have begun contract negotiation for the B unit. They have met on September 19th and 20th. Negotiations are progressing smoothly. With temporary agreements reached on roughly 25 articles, we will resume talks on October 6th, the B unit current contract expires on December the 31st. I am confident that we will be able to complete this negotiation before the deadline. I appreciate everyone's diligence to ensure we achieve this goal.

And last -- we have a couple more things. So now moving on to our reports from our partners PRAG. At this time, I would like to call up Wendell Gaertner, the senior management director of PRAG to provide an overview of this project. Following Mr. Gaertner's presentation, Mr. Thierry Boveri, the vice

president of Raftelis will come up and share a report on the utility rates.

Mr. Gaertner, you are recognized.

MR. GAERTNER: Thank you.

Later this evening the Board will be presented with the and has to approve the utility budget for fiscal year 2024 that will include the setting of rates. And I know you understand this or know this, but I just thought it would be helpful to highlight a couple points to consider.

First the District owns and operates a complicated utility that provides multiple utility services. After the next guest service payment next week, the District will have $139 million of debt outstanding secured by the net revenues of the utility system.

The Board has an obligation under that trust indenture to set rates that are sufficient to operate and maintain the system, fund all reserves, and pay that service. The Board also has an obligation under the trust indenture to adopt a budget annually by the end of the fiscal year for the ending fiscal year, which is what you will be doing this evening.

Under the trust indenture, the utility is a closed system. We said that before. It means all the revenues of the utility system have to remain in the benefit of the system. They can't be used for any other general fund purpose.

And finally, pursuant to the labor services agreement, the operations of the utility, including budgeting, is the responsibility of Reedy Creek Energy Services, or RCES, a wholly owned affiliate of the Walt Disney World Company.

Because of this unique structure, early in our engagement we recommended that the District engage a utility rate consultant to review RCES's procedures and policies as they develop a budget for you. We made this recommendation to provide you, the Board and staff, a level of comfort that it was meeting its legal obligations under the trust indenture, and we are also to provide comfort to the users of the utility.

Under the terms of the trust indenture, the District is requiring to engage a consulting engineer to produce an annual report

at the end of the fiscal year, reviewing the operations, maintenance and performance of the District. Those reports prepared by the engineering firm, Leidos, are a historical review. Leidos's reports can be consider a report card.

For fiscal year 2022, the most recent, the report stated, nothing has come to our attention during the period the District has failed in any material way to perform or comply with the covenants and agreements contained in the indenture clause.

Raftelis's focus is really in the practices and procedures used to develop the upcoming budget. You will hear the report next, and I want to stress again that their analysis really focuses on reasonableness. There is no perfect budget, especially for a utility. A significant amount of fixed cost and variable costs will be impacted by demand and consumption throughout the year. Last month you heard Raftelis's report on the reasonableness of the labor service agreement, which is a significant component of the budget, and today's presentation will take that

analysis a step further.

After Raftelis's report, you will have the details proposed in the budget by RCES.

And some final thoughts to keep in mind; first you have flexibility. Unlike the millage setting what you do for your general fund budget, you have the opportunity to amend the utility budget during the year as conditions change, and that has happened frequently in the past.

Second, you do have to consider the future as part of this year's budget. Part of your obligation to bond holders is to maintain the system so that it can continue to generate revenues to provide high quality service and pay debt service. Utilities are capital intensive, and historically utilities borrow money every few years, three to five years on average, most recently in 2018 and 2021.

The budget that you will be presented does contemplate a bond issue later this year. Given the age of the utilities assets, the potential need for debt doesn't appear unreasonable, but you are not being asked at this time to approve any borrowing. Any

borrowing would happen later in the year, and it would be presented once staff has reviewed it, we reviewed it, and the project cost and that structure finalized and presented for you. Approving this budget does not obligate you to approve the debt.

And finally, I want to stress that PRAG participated in Raftelis's review. We reviewed the major documentation. We participated in the meetings with Raftelis staff and RCES, and we discussed the findings with Raftelis and staff. We agree with Raftelis's findings and their recommendations for future enhancements, and recommended an option proposed budget.

I will be available to address any questions.

MR. GILZEAN: Thierry.

MR. BOVERI: Good evening. Thank you, Members of the Board.

For the record, my name is Thierry Boveri from Raftelis. Here with me this evening is Amanda Gucci who provided work on the Electric and Natural Gas Foundations & System.

I have a bridge presentation that touches on the key findings of the evaluation, details

of our analysis and report, which is included in your package.

Just a little bit about our firm, we are about 160 consultants around the country, and we pride ourselves on being one of the largest firms that practice in the specialized area of utility financial management and consultation.

So the key objectives included six elements that fall under overall general element, which was to provide utility rate consulting services, value reasonableness of utility operations and finances. I will talk a little bit about our approach in the next slide how we approach that.

The second objective and the third objective combined together, overview of the rates and financial planning for RCES as relates to the District, followed by the review of the power purchase agreement, which is still currently ongoing, as we mentioned. And finally the labor services agreement, which our findings on that were previously presented last month as Mr. Gaertner mentioned.

So our approach in the evaluation of this study was to do a desktop review of all

relevant documentation. Mr. Gaertner touched on several of those elements, including the trust indenture, labor services agreement. We worked with District staff, RCES staff to identify any relevant policies as they relate to business operations. We reviewed the engineering reports as mentioned, the Leidos report that is done annually with an onsite review every three years. I believe the last onsite review was performed in 2021, and we also examined continued disclosure, files reported to the rating agencies and disclosure for the bond holders, as well as financial statements, and we performed some desktop evaluations of the financial conditions. I will mention in a moment, but as Mr. Gaertner said, there is a pretty substantial amount of need for capital reinvestment identified in the capital improvement plan over the next years, probably going to require some issuance of debt. Everything generally seemed reasonable from our perspective. And one of the elements in our report that we highlighted in the systems overview was that the current investment in utility infrastructure,

70 percent is accumulated appreciation at this point. So a significant amount of utility infrastructure is approaching or reaching its service life and will require reinvestment, so the capital improvement plan has been identified to be able to support that. Mandy touched on it a little bit in the budget process. That was just one element of some of the work that we did and kind of more detailed to kind of validate and look at the reasonableness of the budget and what was being proposed.

Another element to our valuation beyond the desktop valuation documentation was to do some benchmarking. That benchmarking included a review of rates, the comparability of those rates. We performed our own benchmarking in addition to the benchmarking that RCES does through Leidos and engineering consultants, and while we generally surveyed similar entities, the end result was comparable, that generally was reasonable.

Finally, the last aspect of our valuation were staff interviews. Several multiple staff reviews going over the annual AOP model, annual

planning model and longterm planning model to assess its reasonableness and approach, which I will touch on in a second.

So one of the things we talked about when we developed this report with staff was trying to provide an overview of the differences between some terminology in our industry, cost of service, revenue sufficiency, what is sort of the difference between those things? And I think that the easiest way to think about this is revenue sufficiency is more like your budget process. Do we have enough money coming in to balance against money going out? Do we have enough cash in the bank? And the utility operations, as Mr. Gaertner mentioned, are complex, and there are over eight different utility services, which on the next slide will present an overview of the revenues. And so it's operated as one funding. The biggest element we need to make sure is do we have enough funds to continue operation, and have we balanced our rate revenues against our operating cost or debt service and our plan worked in capital reinvestment.

The other element once we figured out the

overall rate review system needs for the utility operations is cost of service valuation. This is where we are allocating the cost of the different utility operations. In most cases, when RCES staff puts together their strategic plans on this, annual strategic plans, they have already identified what those costs are and have separate accounting, and the District has separate accounting for each of the utility operations, and then that forms the foundation for the individual system rate revenue adjustments.

And the cost of service aspect takes that a little bit of a step further and then allocates those costs to the various rate components and customer classes within the system. That is an analysis that is typically performed less frequently. So whereas the revenue sufficiency to evaluate whether we have sufficient revenues to cover cost and adjusting our rates wholesale in that regard would be done annually. Cost of service may be done less frequently, three to five years, sometimes ten years. Usually there is a trigger mechanism for why you would want to look at

that, if you have a significant change in your operations, your debt, things of that nature.

So RCES and the District have in the past performed their revenue sufficiency task on an annual basis. Currently process service is being done on the solid waste system, and I believe in talking with RCES staff, there are intentions or plans over the next several years to attack cost of service and other aspects of the utility operations to maintain the reasonableness of the rates.

So as I mentioned before, the District operates eight utility services as an enterprises fund, and similar in concept to the close fund, the utilities must generate all the revenue to fund operations from the service fees themselves. Hence why we need to adjust the rates annually to ensure sufficient revenues to cover cost of service.

I apologize, the font is a bit small with the table, but this was just to demonstrate over the past couple years from the continuing disclosure report the annual amounts of revenue generated for each one the systems in operation under the purview of the District.

As you can see, the electric system represents about 55, 56 percent of the total revenue. It is the majority followed by wastewater system and the chilled water system.

The customer base for the utility, unlike many of the other studies, we tend to do studies which is predominantly commercial. Many times we would perform these studies, the residential mix is a greater representation. But in this particular case, this is effectively a commercial business operation. And the other point to mention is that of the services provided, the chilled and hot water services are primarily for the Walt Disney Company and its affiliates. As a consequence of that -- and I think as mentioned before -- 82 percent of the revenues that are generated for the utility services are derived from Walt Disney and its affiliates.

As far as objective one, as I mentioned before, this is a general overview, you know, and I touched a little bit about the capital reinvestment, looking at the audited financial statements, and gleaning some details of this consulting engineer's report, as well. This

was where we determined that generally it seemed like the utility is being operated in an economic and efficient manner and reasonable. That was one of the main findings of the consulting engineer's report from 2022.

The other key finding for us was that the utility continues to operate or maintain a high investment great credit rating with the major credit rating agencies, Moody's, Francesca's and (inaudible.)

I have already touched on point three, given the age of the infrastructure, recent trends that the CFE appears reasonable. And as mentioned, the rates of service are very competitive within the region based on our benchmarking comparisons.

And then the last point, and I just wanted to kind of touch on this that we really appreciate RCES and their staff and the District staff and their assistance that they provided us through the engagement. They were very professional, and you know, it demonstrates their skill and capability. And in our report, we document some of the years of experience of the key leaders of the RCES

utility staff responsible for the utility operations. And at least half of them are 30 years or more. And many of them are at 20 years in their first year leading their respective managerial roles within those utility functions, so very strong management team.

And in addition to that, as we presented during the labor services discussion, that many of the staff that is hired at the frontline work level are also experienced staff members. They don't hire brand new folks that don't have a lot of experience. Everybody is generally very experienced at all levels of the operation.

So objectives two and three you can see they are written out, relate to the value of the reasonableness of the financial planning and the rates. And as I mentioned before, the way that we did a desktop review of all the relevant documentation, but we also had an opportunity, as I mentioned before, to sit down with staff and review their financial models they used to develop. And the process they go through is generally consistent with procedures

that we see employed through the development of financial planning for other utilities. There are going to be differences because of the unique characteristics of this utility operation, as I mentioned before the commercial aspect of that with the electric rates being the No. 1 element, you can sometimes see fluctuations and the need to adjust rates because fuel costs are fairly volatile, so we need to adjust the rates.

But if you look over the last several years since 2019, the utility rate increases have generally been inflationary in nature. There was a need to bump them up a little bit higher in the few years during Covid when there was a pullback in demand in the system when we evaluated, and then there was, of course, reduction more recently in those rates. And I believe for fiscal year 2024, the rates are being on average generally held constant. Now, within the individual systems themselves there are some adjustments being made notably within the solid waste system rates, as it will be presented in the budget, and some of the drivers for those cost increases, but overall

revenues are generally consistent from 2023 to 2024.

So the other element of our analysis, you know, now that we touched on sort of our review and what we have done is one of the key findings was that it's recommended that the District evaluate the feasibility of either establishing a separate fund by utility service or performing true-ups at the close of each fiscal year. Because it was a one-point system, if you don't do these true-ups at the end of the year, you can build up some differences among the different utility systems. You know, I don't know if it's very feasible to set up separate funds, and the District already has separate accounting for the utility, so probably a true-up would be sufficient performed at the end of the year to ensure the reasonableness of the rates, and it is factored year after year. But generally speaking, we didn't find anything that was a major concern. This was just a recommendation.

The other element kind of in a similar vein to that, item three under recommendations for objective two and three is to recommend the

District do a true-up to the debt service allocation after debt proceeds are spent for each debt issue. Based on our discussions with RCES staff, debt is always an issue. We may refinance debt, but new debt isn't always issued every year. When it does happen, there is an assumption how we will spend that money for the capital needs of the system, and you know, they are estimates at that point. So if we are funding multiple projects from different utility systems, basically our recommendation is just go back and review that at the close of the construction of the project maybe two or three years after all the proceeds are spent and the projects are done, and ensure that the allocation of that debt service among the systems was consistent with how proceeds were spent.

And then the final recommendation, as I mentioned, before it is fairly customary to look at the cost service for each one of the utility systems periodically. There is no science behind a three- to five-year recommendation, or even a five- to ten-year recommendation. I think that the most

important thing is to evaluate on an as-needed basis. Once you set the cost of service, you set the rate components, the cost recovery among the systems. Evaluating it periodically is always a good thing, but the main trigger should be do we have a change in operations? Has there been material changes and our cost structure, things of those nature you can think of trigger mechanisms for the need to do that. I think that RCES recognizes that. As I mentioned earlier, the rates overall are not going up that much across the board. But you will find that the solid waste system needs to adjust base on the cost of service there fairly substantially. And I think that that is something where that sort of was a trigger mechanism to, one, have RCES look at cost of service. Hence why they are looking at that now as an example.

So the next objective that we touched on was examining the power purchase agreement, and that included a review of all of the different power generating infrastructure and agreements, and that evaluation is still currently under review. We are fairly far along near

completion on that, and we expect to be complete by next month and can provide a report on that. But nothing has come to our attention at this time that would cause any concern related to that objective and analysis.

And finally, objectives five and six I have already been before the Board to present on these at the August 23rd meeting, and it was in response to the discussion about the labor services agreement, which we effectively concluded was generally reasonable, and the key elements of that, and I already touched on these points earlier, that RCES hires experienced staff. There was a need to do some adjustments based on some of the benchmarking for the electric frontline professionals, the proposed increase was generally reasonable, and market and economic trends support the salary actions that were proposed and subsequently approved by the Board.

And with that, I would like to open up to any questions you may have at this time.

CHAIR GARCIA: Any questions from my fellow Board members?

MR. BARAKAT: I guess -- one question I

guess I might ask, obviously the last few years we have seen some unprecedented, or at least in the last several decades unprecedented cost increases, rates of inflation. I mean, to what extent when you talk about reassessing our agreements every five to ten years, you know, do we think about these things in these unprecedented times?

MR. BOVERI: Well, I think based on our discussions with the staff and review of financial planning, what happened was a pretty significant drop in demand, and that's what drove the need to adjust the rates. I believe that the inflation and the cost that has been observed has been perhaps somewhat acute in certain areas of the operation. When we think about the electric, you have the fuel costs, that increase and decrease, and those were adjusted accordingly. So I think that through the annual planning process, that can capture a lot of that, the overall cost.

I think the issue would be is if the relationship of the underlying cost changed overall. And I think that when you looked at the -- when you think about the solid waste

operations as a key area where you need to look at the cost services, and RCES is already doing that.

MR. BARAKAT: Thank you.

CHAIR GARCIA: Any other questions?

I have some questions. So if I understand your presentation, we have got some capital expense requirements that are coming up. Give me a perspective of what the timeline is for that and the process that is followed for the Board to evaluate, and any capex proposals, and then the funding of them, what the alternatives and options are.

MR. BOVERI: Well, I have given that opportunity for Mr. Gaertner to touch on that, as well. However, I think that through the budgetary process, and through the planning process that we were privy to, the annual process looks at the budgetary, more of the operating needs. The long term plan that's developed looks at the five-year capital needs of the system, and that gets baked into that financial planning. It really is more of a function of on an as-needed basis. Utilities are very capital intensive, and their life

cycles are sporadic in terms of when you need to replace that.

So you know, as I mentioned before, you know, the District and RCES, in particular, employs a lot of planning studies and monitoring condition assessments of the infrastructure on an annual and regular basis. And I believe through those, and they can -- Mr. Ferrari can probably speak to it better than I can too, and will probably do so in the budget presentation, but that work effort by professionals that serve to evaluate the infrastructure help guide the needs for the capital reinvestment in the system that then feed into the long term planning model and the capital plan needs over the next five years. Once that has been identified, then there is the funding with that, and I believe that's where Mr. Gaertner steps in and assists in identifying the best and most fiscally efficient way to do that with the cost of capital and needs of the system.

And typically speaking, the decision about whether you issue debt from our experience in doing these studies is a function of is this an

asset that is really long lived? How much cash reserves do we have? We want to maximize and spend down the use of cash reserves before we issue debt. And then we look to debt.

In this particular operation, it's pretty tight in terms of the cash reserves that we maintain. We are maintaining just what is required for working capital and unexpected allowances for reinvestment needs, maintenance, unplanned work perhaps. And so these major capital needs, as they arise, and as they've been identified through these plan processes are incorporated into this five-year plan, and financing is identified from there.

I don't know, Mr. Gaertner, if you want to add anything to that?

CHAIR GARCIA: My question is more direct towards the process, and I understand that there is a capex budget. There is an operating budget. But I am more interested from the Board's perspective of what the process that's followed, and what timeline that we are dealing with?

MR. GAERTNER: We are just starting that process now. As part of the budgeting process,

RECS said we are identifying some capital needs. They have estimated a $20 million potential need, but they have not presented exactly what that is. So what we have done in the budget is you will see a $500,000 increase in debt service, which equates to six months of $20 million, assuming five percent tax exempt interest rate. So that gives the cushion in there that if the need for debt is needed at that level, it's within the budget. The process would be for them to then come and really show what they need, why they need it. Does it add value? Which part of the utility does it benefit? And then us, as your advisor staff, Raftelis, would look at that, and would bring forward a recommendation as to whether or not it should be financed, or it should be done, how should it be financed, should it be financed shorter term, longer term, should we use debt, cash on hand? We are expecting that you are not going to hear much about the need for debt for another five to six months.

CHAIR GARCIA: Okay. So the RCES generates their own internal budget, and then PRAG is going to evaluate the budget and make a

recommendation to the Board. And then so there is the approval of the budget process with PRAG's recommendation or blessing, and then the next question is what are the options how to pay for it? And will we also get an independent third-party recommendation from PRAG on that issue, as well?

MR. GAERTNER: Yes, we then make recommendations on the issuance of debt, or not to issue debt as part of our fiduciary duty to you.

CHAIR GARCIA: Okay. Good. Thank you.

Any other questions?

MR. PERI: I am wondering if it was within the purview of PRAG to look at the hardening of our facilities?

MR. GAERTNER: That is something that we look at the financial aspects of that. It is something that a lot of utilities obviously look at for obvious reasons. Typically when every utility is investing new capital, they are very cognizant of hardening. They are looking at everything that is necessary, whether it be elevation, whether it be strengthening, whether it be location, whether

it be redundancy for that, that will automatically happen at this level. What hasn't been done is what would it cost to retrofit and go back, and we haven't done that.

MR. PERI: One other question, and that relates to technology. We are seeing now that we are on the cusp of significant advances with battery technology, companies like Elas (phonetic) and so on, and that should change, I would think, some of the financial considerations, particularly if we are looking at plans more than a couple years. Is that something that you have examined at this point? Is that something you see beyond the horizon? How do you see that?

MR. GAERTNER: That is something right now that is something we would be aware of. Obviously that would have a major impact on your utility system. Right now, as the report indicated, a lot of your utility comes from power purchase agreements if not generating our own utility directly, and the generating assets you have right now you are kind of keeping in reserve. I think before there would be any moving forward of capital regarding generation

facilities we would want to look at battery options and others. One of the things we would expect to see in the near future, Raftelis had talked about a cost of an observed study. The electric system is probably one we would want to do in the next couple years because of that shift that is happening from the generation through solar, and that is changing some of the cost basis, and that would be a trigger that we would look at. I think to look at new technology would be involved if we were looking at new generation facilities, which really isn't something the District looking at at this point.

CHAIR GARCIA: Supervisor Peri's question raises an issue with me too. You know, we, as a District, are not really operating the utility operations. They are being done by an independent party. We brought in PRAG in the right setting to come in and advise the Board because we are not experts on the utility business today. And so typically in the business when you have technology, like Supervisor Peri indicated, there is a strategic plan in terms of what the longterm objectives

are, and is that something that PRAG is evaluating as to whether RCES has the appropriate strategic plan in place, and whether they are implementing the appropriate technology so if we are allocating capital to something, it's not something that will become obsolete, and those kinds of things?

MR. GAERTNER: That's part of what we are doing right now as part of our overarching analysis into the utilities. Obviously our initial focus is how is it operating? Is it operating reasonably? What is the reasonable budget going forward, and then as more of a strategic analysis of what is it going to look like? What changes might be necessary? Some of the things Raftelis recommended we do think make sense. I think part of the analysis would also be, as Raftelis said, even though it's a combined system, how would each stand the financing on its own? And to make sure that the rate payers of one system are really paying for what they are using, and there is not a lot of bleed over. That's obviously a very complicated analysis that will take some time to do, and something we are starting.

CHAIR GARCIA: So I am just curious, do you have other situations similar to ours where you have a Board that has oversight responsibility over an independent operating utility operation that's really separate and independent from the oversight Board?

MR. GAERTNER: We have some, and Raftelis will probably add a little bit more, that has some aspects that are more privatized and work through that, and some of that is in the solid waste. There are a number of our clients that have waste energy facilities that are privately operated, and the Board has oversight, but not operations. And a lot of our clients in the solid waste area contract for hauling, so they will accept the contracts, but then the haulers are doing it themselves. The magnitude which you have here, your entire system is a little bit different.

CHAIR GARCIA: And so we have the utmost confidence in PRAG, but I just want to make sure that we, as a Board, are following best practices on how we evaluate this budget that's going to be presented to us and our various options, and as Supervisor Peri says, make sure

that there is a strategic plan in place for the utility that is in best practices, and I don't know what that process is because this is all new to us, and so we are going to rely upon PRAG to tell us that process. And if the appropriate process requires a separate workshop on this issue, then we would want to have a separate workshop and make sure we cover all the bases, and ask all the questions. This is not something that we want to rubber stamp. We want to be educated on it.

MR. AUNGST: Thank you, Mr. Chairman. This is one of those pieces of the onion that when you unravel, this one was going to take a little longer, so I think we are just starting on that process, and you guys are doing an excellent job and giving us great information. But I definitely think perhaps a work session in the October/November time frame to talk strategic planning going forward on a going-forward basis.

One of the things that I am interested in is enterprise funds. Planning cities have those. Many counties have those. Gas companies, for example, that provide services

outside their own jurisdiction. I have no idea if that's feasible here. I have no idea if that is something that we could do, but I want to be holistic in our approach to this and our understanding of it, so I don't expect you to have some kind of response to that, but you know, add it to your list of things to think about, please, and look at what other jurisdictions are doing processing; I am sure you are all experts on that. Thank you.

CHAIR GARCIA: Just to follow up, I don't want to be a dead horse, but we want to be spoonfed. We want to make sure that we look at everything, follow the most appropriate process, and are very transparent and have all the information. And if we have to spend a half day or workshop doing this, we are willing to do that.

MR. GAERTNER: I think that would be helpful, and I think understanding kind of the history of what -- because it is your utility, but you are also impacted by the agreements you have with all the surrounding areas.

I do want to point out that when we were engaged, and almost as soon as we saw the

structured labor service agreement, we thought that this is something that is so detailed we wanted to bring Raftelis in, or somebody like them, and I appreciate that the Board followed that direction. Thank you.

CHAIR GARCIA: And it might be helpful, can you present to Mr. Gilzean a timeline in terms of when we have to make what decisions so that we are not rushed on this?

MR. GAERTNER: Definitely.

CHAIR GARCIA: Thank you.

Any further questions or comment on this subject?

MR. GILZEAN: Next, I would like to call up Chris Ferraro, director of RCES, who will provide a presentation from our utilities division about their annual budgets and rates.

Chris, come forward.

MS. FERRARO: Thank you, Mr. Gilzean. Good evening, Mr. Gilzean again and Members of the Board. I am Christine Ferraro. I am the director of Reedy Creek Energy Services, and I really appreciate Thierry calling out my 30-plus years of utility experience.

Thank you so much, Thierry for providing

that information to the team. It's a pleasure having the opportunity to share FY2024 Central Tourism Oversight District utility rate budget, and utility rate recommendations.

So our first slide, as Thierry described, the first part of our process is to identify cost in the upcoming fiscal year. For fiscal year '24 utility costs are expected to be $192 million, which is a decrease of 1.3 million or .7 percent from the fiscal year '23 budget. In the piechart, you will see that there are five major components of utility costs. We will start with the largest component of those costs. I think Wendell, as did Thierry, our purchase power and fuel represents 41 percent of our budget. It is represented by the darker blue color on the piechart. Wonderful news in this area of the budget.

Through the District's Enterprise Risk Management Program that provides for hedging agreements for purchases of natural gas going forward, the District is 84 percent hedged for the required volumes of natural gas for fiscal year '24, and the weighted cost of that gas is

$3.39 for M and BT for fiscal year '24, so it is a pretty significant savings that creates the opportunity to provide some inflationary uplifts in the utility budget.

Labor support has two sources. Labor support is the next largest component in purple on the piechart at 18.7 percent of the utility budget. In fiscal year '24, labor support is increasing $2.5 million or 7.6 percent. Two pieces of that labor support, the first is the RCES labor services agreement previously approved by the Board for $34.5 million. That $34.5 million was a $1.9 million increase for fiscal year '23, and it was a 5.7 increase.

Another key component of the utility budget is support from the beautiful and lovely and capable District admin team where we have support on finance, facilities, contract and procurement. That amount is $1.5 million.

Operating expenses, as we talked about inflationary cost increases are increasing at an unprecedented rate for fiscal year '24 in the utility business. There is a $6.2 million increase, and it's a 21 percent increase for this year. $5.1 million of that increase is

related to routine operating expenses. Primarily driven by inflationary costs in contract increases for fleet, labor and parts, hauling disposal costs and chemical cost increases. The other $1.6 million of that operating expense increase is for planned work expense projects. Planned work expense projects support overhauls of equipment and also unplanned emergencies. It is an increase in cost in a planned work category. We looked at the historical trends and found that we needed similar space in that and more headroom in that budget and included in the annual rates.

As Wendell mentioned, debt service reserve increases half a million dollars in fiscal year '24 related to a partial year payment of debt service for a proposed $50 million in borrowing. Again, that is at the District's consideration and discretion included in the budget here just so we have rate adequacy to cover that when the Board approves of that decision to move forward.

For clarity, we have identified nine separate projects and uses for that

$50 million, and it is a number of items across utilities, and we will continue to partner with PRAG on what that looks like for your information.

Capital reserve requirements are increasing $1.1 million or 8.7 percent. This category is a combination of two things. It is our planned work capital budget, so there are two ways utility spends capital dollars. Some of those are through financing, and some of them are recovered through rates included in the annual budget. Of that 13.9, 13 million is capital for refurbishment of District assets, including District facilities, buildings, fleet, and then it is also specific projects that renew operating assets of the utility system. There is a half million dollar increase in fiscal year '24 for our reserve requirements, and we will talk a little bit more about that as we get to the income statement.

There is a note here that mentions items that are excluded from this list. There are net new budget items that are not included in this list that we will go through in the income

statement. They include two things. It includes uses of pre-collective or utility reserve funds. They would be withdrawn from reserves, and then they don't impact the current utility rate. We will talk more about that on the income statement.

And we also have neutral costs where we have sales between utilities. The district does operate separate utilities. An example of a sale between them would be the use of electricity at the wastewater treatment plant. You have a large pump systems that utilizes electricity heavily, and the electric utility effectively sells to the wastewater utility, and so it kind of nets out, so we pull that out of the budget.

Did I get that right, Susan?

MS. HIGGINBOTHAM: Yes.

MS. FERRARO: After we talk about utility costs, as Wendell and Thierry alluded, then we start talking about revenue adequacy, right, because the utilities need to come to zero, and we need to cover all our costs through revenue. So there is a breakdown of the revenue that is expected in fiscal year '24 by utility provided

in the piechart. In fiscal year '24, the electric utility is still bringing in utility dollars at 49 percent. This warms my heart. I am an electrical engineer by trade, and this just makes me so happy, that's our largest utility.

Sorry about that, Thierry.

I would like to draw your attention to the table on the left to the two new utilities that have dollar percent decrease in fiscal year '24, particularly electric and gas, that's really the result of those lower economy prices, and the District's very effective risk catching program for purchases.

Finally our rate recommendation, as it's been previously described, decrease overall for all utilities of .8 percent recommended from fiscal year '23 to '24, a little bit of a decrease. And there are separate rate adjustments for each utility that are described on the bottom of the page. When you think about utility rates, we also think about sales, and we do have some forecast sales increases in utilities that benefit utility rates. We are looking for increased consumption in the

electric utility, the chilled water utility, and our reclaimed water system, so the rates also benefit from additional sales.

The next six slides talk specifically a little bit more about each utility and variation of rates, the contribution of that utility to the overall revenue of the system, and then there is a cost comparison provided on the right-hand side from a rate comparison for our neighboring utilities, so we will begin with electric. The electric utility is proposing 8.1 percent reduction in costs primarily by those lower commodity prices and the increased consumption in sales. Again, the electric utility is 49 percent of the revenue base.

Just orienting this a little bit to the graphic on the right. This is a cost comparison starting from left to right. The blue bar is the fiscal year '23 utility rates, and the green bar is the proposed rate in fiscal year '24. The two bars on the far right are neighboring utilities, and that's a cost comparison of January 2023 performed by the District's external vendor Leidos. That kind

of puts us on an apples-to-apples basis with our surrounding utility neighbors. So as you can see, we are anchoring that back to fiscal year '23 because that information is about a year old now. So when you look at that comparison, that's where we are at.

From an electric utility perspective, our rates are very competitive and below our neighbors. And I really would like to just emphasize as we look at these rates, we talked about, there were some questions about hardening and system redundancy, the electric utility here is about 98 percent underground. We are a source of comfort as we have impacts on both of our coasts. A lot of people come to the District from across Florida, and we pride ourselves in keeping those lights on, and keeping people safe during a hurricane. So our system is very robust, very resilient, and with the underground nature, and the forward thinking of the construction, some of that hardening is baked in. So I am very happy to say we do have a very cost effective price.

Natural gas system, also rates expected to lower in fiscal year '24 due to commodity cost

decreases. Natural gas system is seven percent of the overall utility revenue base. You can see the cost comparisons for fiscal year '23 and '24 to some of our surrounding neighbors there, a favorable rate structure at the District.

Solid waste, I appreciate Thierry kind of laying the ground for this conversation. Solid waste in the last probably since Covid has been very impacted by inflationary uplift. This is very connected to hauling and disposal costs. It is very heavily linked to fuel and labor. We collect everything on capital District that needs to be transported to the disposal locations. So as uplift comes in and labor and the CDL driver charge, the disposal costs have increased significantly in solid waste, such that we began -- I have two of my colleagues here today, Brian Lamoud (phonetic) and Ms. Mears, and they started a study of our solid waste costs as we are anticipating a 43 percent increase this year, and that revenue right now is attributed to our Class I and Class III waste collection. The District also has a robust recycling collection program and is very

environmentally minded, and we need to look at what those costs are, and how we allocate those costs among those classes, yet still encourage the environmental benefit where it makes sense as a physical use as possible.

The solid waste revenues are nine percent of the utility revenue base. As you can see, the fiscal year '23 rates in solid waste were favorable compared to our neighbors. Definitely you can see the big cost increase coming in fiscal year '24. In power stations with Thierry and others, it looks like this is an impact to the entirety of the industry, but we will look for how we benchmark in fiscal year '24. We will also complete our cost of service study and make sure that we are aligning that revenue to where the expenses are coming in.

Water and sewer is bundled together, and they are together having a 13 percent rate increase, really driven by those higher chemical costs. We also have a beneficial reuse of all the biosolids from our wastewater treatment plant. It sounds really fancy. It is not that fancy of an experience in-person if

you would like to see it. We do have a beneficial reuse, and they go to a composting facility. It does a great job that actually can be applied as fertilizer. But those costs have been increasing, and the chemical costs are increasing significantly, as well.

Water sales are four percent of the overall revenue, and the sewer sales are 15 percent of the overall revenue. Rate comparisons again even with that uplift in rates still compare to our neighbors.

For the next three utilities, we do not have a benchmark for our neighboring utilities. It was not presented historically in the Leidos comparison. We did contact them and asked them if they could do something to speak to the Board, but they were not prepared to meet that timeline because it's quite a structured process to do this comparison. We will make sure the District has that information in the next fiscal year. So you will see just a comparison of fiscal year of '23 to '24 for the next three utilities.

Reclaimed water is a very small part of the utility revenue structure. It accounts for

one percent of all utility sales. There was the expected increase in use for reclaimed water, which rises up a little bit in the decrease in the current rate. It's so sensitive -- it's so small it is sensitive to those additional sales. Across the District reclaimed water is used for irrigation, for cooling tower makeup in our chiller plants, and it also has limited restroom usage, just specifically toilet flushing. All uses are within the Epcot Building Code.

Chilled water and hot water rates, so our chilled water rate is going up 1.3 percent, and our hot water rate is decreasing 6.9 percent. Our chilled water rates are impacted and driven higher based on some significant overhauls we are doing in the energy plants, so the chillers in our energy plants are 2,000 tons. So if you think of a typical unit in your house, probably five tons. We are at 2,000 tons, and those overhauls are a part of required maintenance within the life cycle of the unit, and they are very costly, so there is an increase in rates driven by those projects. Hot water is derived from natural gas, and that's a lower commodity

cost with that heat generation. There is an increase in chilled water sales expected also in fiscal year '24.

So many parts of this overall income statement have already been discussed, so I will kind of just go quickly by line item and welcome any questions about further details. But this is our overall income statement comparing fiscal year '23 to the proposal for fiscal year '24. As we said before, we are aligning our expenses and our revenue both at $192 million netting us to zero on the utility budget.

Lines three and four net neutral items to the budget. Inter department utility sales are significant. You can see it is expected to be $16.5 million.

Among other uses of electricity, the chilled water service here has electric-driven chillers that are also energy consumptive, so there are multiple sales across utilities, and a lot of processes use water, and we have a lot of uses across our systems.

There is a proposal to withdraw $6.9 million from the utility reserve or

pre-collected funds. A couple of primary uses for that funding is proposed. We are proposing $1.7 million as a one-time payment to our disposer of food waste collected from around the property. Food waste is a tremendous commodity to collect. It also becomes fertilizer. But when people dispose of food, they also sometimes throw in forks, knives, spoons, and other things like that, so our vendor needs to install some equipment to make sure that contamination doesn't become part of those compost throws.

We have some other utility equipment to be decommissioned, that is proposed for uses. Typically uses in our pre-collected funds are one-time expenses that we don't expect to continue. We want to make sure anything that continues as a utility expense is provided for in base rates and not from a reserve.

There is 2.5 million of that 6.9 million also as a to-be-determined in case there is a significant utility event or emergency that needs to be supported and funded.

The expense items on lines five, six and seven have already been discussed. That's to

purchase power and fuel and an 11.7 million decrease, the 2.5 million increase in labor, and the routine expense is going up $5.1 million.

Landfill fees are flat from fiscal year '23/'24. I expect that next month you will see a contract for a rebidding of those landfill fees and services. We had a significant uplift request from our vendors on a CPI clause and partnered with the District procurement team and had a successful rebid of that contract that enabled us to manage those costs to keep that line item flat.

Gross receipts tax just follows revenue, and there is a little decrease of $.3 million.

Our planned work expense we spoke about is $3.1, a $1.6 million increase accounting for the line for historical spending.

Insurance, I am very proud of this. Currently we are going down $100,000 in our insurance cost for fiscal '24.

Line 12 nets against line three. And that is our inter-departmental utility use. We show it as revenue, and we subtracted it as an expense across the individual utility systems.

Moving into fund requirements, debt service has been discussed. That is the increase for potential additional financing of half a million dollars in fiscal year '24, again at the Board's additional approval and discretion.

Renewal and replacement capital, that is recovered for rates is about $13 million per year. If we will require additional funds, that incremental capital spending could be financed, but we will look forward -- we will look for guidance on how we would pay for those additional projects.

Cash flow increases slightly, I want to make sure the utility has a sufficient cash flow for operating reserves and a little bit above that.

Use of pre-collected funds, $6.9 million that we spoke about under line item No. 4, net income to zero.

The final line item in No. 17 in our income statement it talks about the debt services coverage. I think Wendell talked about this a little bit. One of the key metrics that we look for is we make sure the

adjusted revenue and expense as a ratio to our debt service is at least 1.2, but right now we are sitting at a little bit of increase, 1.51 for fiscal year '24 indicating the reserves increasing, and that helps the utility division keep a strong current rating and borrowing aspect.

So that concludes the presentation. A lot of information. I welcome any questions.

CHAIR GARCIA: Any questions from my fellow directors?

MR. AUNGST: Yes, Mr. Chairman.

Thank you so much for that detailed presentation. As I said earlier, I am just starting to get into this in detail, and so I really look forward to learning more about it and understanding it better going forward, and hopefully perhaps there is a work session coming up, so I appreciate this information.

Do our rates have to be approved by the Public Service Commission?

MS. FERRARO: No, sir, the rates are approved by the Board of Supervisors.

MR. AUNGST: That's under the active legislation; is that right?

MS. FERRARO: I will step over.
MR. GAERTNER: I believe that's correct. I don't have the language here, though.
MR. AUNGST: So there is no regulation of the Public Service Commission over the District?
MR. GAERTNER: They have no regulation over the municipal utility authorities. You are considered a municipal utility authority.
MR. AUNGST: Do we provide any services to customers that are not active taxpayers of the District?
MS. FERRARO: So at the current time, we have some wholesale agreements with the neighboring utilities that were provided as interim agreements until Orange County could provide facilities to an area. They have Sunset, and they end at Triggers. When our adjacent utilities have their facilities constructed, they will take back service from the District at that time, but that's the exception right now.
MR. AUNGST: And are those all included in the projected sales in the budget?
MS. FERRARO: Correct. They are designed

at kind of a wholesale rate, and that rate covers all the fixed and variable costs of the utility.

MR. AUNGST: Do we have the capacity to provide services to customers outside the District?

MS. FERRARO: I can speak from the operations of the systems. As to capacity in the systems, I would have to partner to understand what all the rules and regulations would be that would apply to that.

MR. AUNGST: Okay. That's something I would like to have on the list, particularly in the enterprise fund discussion.

Then recycling, I know some jurisdictions have struggled mightily with actually recycling their recycle materials, do we recycle 100 percent of the material collected in the District at a proper facility, or is any of that mixed in with landfill, sanitation or regular trash?

MS. FERRARO: So great question. As a District, we really like to keep track of where that product is disposed of. I have visited personally the facilities that we contract with

that sort and dispose of those recycled materials. There have been issues in some of the plastic, commodities in particular, three through eight, where there hasn't generally been a market. I am happy to report that that market is returning, and we got a check last month from our vendor that the District came into money last month with a check from our recycler for the commodity, so it is a commodity market, and it kind of comes and goes, but right now we are on an upswing.

MR. AUNGST: And finally just to kind of understand the relationship between RCES and the District, and I will probably understand it better after the work session, but does RCES provide services for anybody other than the District, any other entities or any other customers, or any other utilities, do they operate anything outside of what they are doing for us?

MS. FERRARO: No, sir.

MR. AUNGST: Thank you, that's all I have.

CHAIR GARCIA: Any other questions or comments from fellow directors?

MR. BARAKAT: Mr. Chair, couple questions.

First of all, ma'am, congratulations on 30 years of service. I assume that means you were a child prodigy?

MS. FERRARO: Yes.

MR. BARAKAT: I wanted to ask you, and really compliment you about what seems like a very extraordinarily successful fuel cost hedging program, and it seems like probably some other utilities and maybe some airlines could learn from what you all do. I wonder if you might shine a little bit of light on that success.

MS. FERRARO: Certainly. First I would like to tip my hat to my peer in the business, Ray Cox, who is not here today, but he leads that side of the utility business for the District.

So it's effectively a five-year program where we forecast the needs of the natural gas for the utility, and it's a -- we have partners that are into the market, and are focused into the market watching daily, and we also have forecasting out into the future, and it is a dollar cost averaging in approach to natural gas purchases. So we are not trying to go into

the market at one time. We know the market is volatile. If you fill your gas tank, you know some days you are up and some days you are down. So our approach really takes that monitoring, and we go in in small tranches. We will purchase five percent or ten percent in the next five fiscal years so we get that really great blended cost. And in the market, sometimes you win when the commodity cost is trading up, and then sometimes that stability -- you need to ride out the market, but it definitely takes that volatility and exposure from the District.

I am also happy to announce the District has entered into a third power purchase agreement with a 75-megawatt solar facility in Gilchrist County, a partnership with a subsidiary of NextEra Energy. It is the third District solar array, and it is -- I think we are up to about 25 percent of the energy supplied portfolio from that renewable resource, and really need to honor my peer that the price that they negotiated in that power purchase agreement is very favorable. It is probably more favorable than some of the other

fossil fuel resources.

MR. BARAKAT: One question about rates, it sounds like our rates are pretty well in line, reasonable sort of within the industry, but it seemed like somewhat below the neighboring utilities, and I guess I wonder if you could sort of talk about that rationale a little bit more to the extent you can, and whether that is sort of in line with sort of the historic rates within by the utility?

MS. FERRARO: Thierry, do you want to take that, or I can take my shot at it?

So some of that comes from the fact the District's customers are primarily commercial. A lot of that has to do with the investments and the infrastructure early on. A lot of the expansions have been within the capacity of the utility, so we don't have to spend District capital funds to recognize those additional sales and revenue.

Anything you would add, Thierry?

MR. BOVERI: I would just add too that the process that we observed through the annual planning process to adjust the rates as needed, that has been done historically. That's not

something that utilities always necessarily do because sometimes the political nature of adjusting rates, specifically as it relates to the residential services, as you can imagine, and therefore adjusting the rates as needed can keep you at a lower cost overall if you are not deferring maintenance and things of that nature.

MR. BARAKAT: Thank you.

Last question, it seems like the solid waste costs were moving up significantly, and I have heard -- and again, I am learning here, so feel free to educate me -- it seems like there is a lot of innovative uses of solid waste, particularly in the converting into natural gas. Is there any kind of -- what would that look like? Is that something considered within the District?

MS. FERRARO: So the District has considered that before. We have a partnership with an external entity, Harvest Power Orlando, LLC, very effective partnership while in place. Unfortunately they became financially insolvent in 2020. They were up to that time handling the disposal of District food waste and

biosolids, but the facility did not turn out to be cost effective, and now the District is managing those waste streams independently, but we are open to additional partnerships.

MR. BARAKAT: Great, thank you.

CHAIR GARCIA: Any other comments or questions from the Board?

I have some questions that is process related.

So in understanding Thierry and Wendell's presentation, you are recommending to the Board that we approve this budget, and of course, we are relying on you all because we don't have any expertise in this area, but just for future purposes from a Board governance policy perspective, I think it really would be appropriate when we get something that is this comprehensive, that it be provided to the Board in advance, and this was not part of our material. And of course, we brought in Thierry and Wendell's firm because you all are experts in this, and we are going to be deferential to you all, but I find it a little disrespectful that something this comprehensive gets presented to us at a meeting through a Power

Point presentation. So in the future, please make sure that these types of budgets and something this comprehensive is provided to the Board in advance, okay?

MS. FERRARO: Yes, sir.

CHAIR GARCIA: I have no further questions.

MR. GILZEAN: Now we will move on to the Board's budget -- District's budget. I am very proud of the budget product that we have been able to deliver on behalf of our taxpayers, guests and even voters. I would like to, once again, thank our CFO Susan and her team's diligence over the budget season. The finance team is the real MVP.

I would also like to thank our Board members for their care and concern for our team members, and working diligently to ensure we can get this budget over the finish line.

As I mentioned in prior meetings, our budget emphasized public safety, fiscal stewardship and a pathway to sustainable growth. We successfully achieved these goals with our final product. From our new emergency equipment to fully funding our new union fire

contract, to reducing our millage rate for all District taxpayers, and making massive investments into water quality and drainage, we continue to make strategic investment towards the future of the District.

While we have several highlights, including investments and public safety, which I previously discussed, I would like to address the immediate narrative that recently popped up in the headlines that indicates our budget is cutting 3.1 million into roadway repairs and maintenance around Walt Disney World Resort. Our budget spent 13 million this fiscal year -- this upcoming fiscal year on roads around the District, including our investment of 2.7 million in Phase I of our guardrail project to bring our guardrail up to Florida Department of Transportation standards. Any budget adjustments warrant cuts. Instead these are elements due to the construction and maintenance projects that we tangibly cannot fill due to lingering effects of the pandemic and global supply chain. We intend to continue to regulate the maintenance schedule for fiscal year '25 when those tools we need to undertake

these projects will become available. In the meantime, we returned 3.1 million of those dollars back to our taxpayers, and worked to resume in the next fiscal year our continued supply change disruption.

Additionally, our budget also resolved some of the ongoing concerns related to annual passes to Disney parks for our employees.

Over the last two months, we have reached -- over the last two months, we received a lot of construction -- constructive criticism and worked diligently to enhance the employee benefits. While we have more extensive discussion surrounding annual passes later in this meeting, I am pleased to announce that our budget will include a $3,000 stipend per employee and retirees under certain circumstances. Our collective intention is to hold employees harmless during this continued transition from Reedy Creek to Central Florida Tourism Oversight District.

As the District leadership team, we have made every effort to consider the concerns of our teammates regarding the annual pass program. Since the announcement of our program

adjustment in early August, we have met with nearly all of you personally, the staff, to discuss this topic ultimately directing concerns with more than half of the District staff. Our Board members have followed suit, undertaking listening sessions with multiple departments. Supervisor Aungst and Supervisor Barakat was out today gathering employee feedback following this announcement. Our team shared that these passes were extremely valuable, and in some cases, provided an opportunity for our staff to do their job duties here. With that in mind, we are doing everything possible to enhance the annual pass program, and this stipend is part of that process. District leadership ultimately determined that $3,000 was the actual cost of purchasing the equivalent pass benefits currently held by most employees. Employees have received correspondence from our chief of staff, Paul Wizington, outlining the benefits policy. These details of the stipend program have been posted online along with the rest of the board packet on page 85. The packet is available on the District website, and the

program outline is as follows: For new employees, including full-time hourly, salary and non-exempt will receive an annual stipend after 90 days of hire. For current employees, the stipends will be issued annually per the District fiscal year, and are subject to applicable tax withholding requirements. We are working with our union employees to ensure that they -- that any employee covered under the collective bargaining agreement that the District has, they also have the same benefit. With regard to retirees, there are additional stipulations required to the stipend. I encourage them to read the full program document, which, again, is outlined online, and you can contact our HR department. Each provision will sunset after two years unless renewed and reviewed by the Board. I am working with our finance teams to get this distribution out and in place as soon as possible. While at this time, we are unable to disclose the details of the ongoing discussion that Central Florida Tourism Oversight staff is having with our taxpayers, I am seemingly optimistic that a solution is coming soon. I

will provide an update as soon as possible. In the meantime, we are providing the resources to meet our budgetary obligation. We will have a larger discussion on the topic later in the meeting.

For now, I would like to call up CFO Susan to present our final budget for fiscal year 2024, Susan.

MS. HIGGINBOTHAM: This is our fourth public meeting and presentation on the ad valorem budget providing the general fund and debt service fund. In July, we discussed and voted on a proposed millage rate that went on our trends. In August, we had a detailed budget workshop. Two weeks ago we voted on our tentative budget, and today we are presenting our final budget and millage for your approval.

A lot of these slides will be familiar, and most have not even changed since the two-week ago presentation.

So starting with our assessed values, $15.3 billion for fiscal year '24. This is the basis that we apply our millage rate to. Our debt millage rate, 3.96, a decrease from 4.64 mils for the prior year, and our operating

millage rate of 8.99 mils, which is a decrease of 9.26 mils.

Because we participate in the State of Florida truth and millage process, I am required to inform you about the rollback rate. The rollback rate is the rate that would generate the same taxes as the prior year, taking into consideration the new assessed values and the new construction of $265 million. The rollback rate calculated is 8.2610, and our millage rate of 8.99 is 8.82 percent above the rollback rate.

This slide is representative of our total revenues. There is no change from our tentative budget. With ad valorem, we have $188.4 million, which is the majority of our total revenue.

We discussed before our permits and fees. We are currently doing a rate study to make sure that our building safety is collecting revenue to covering the cost of their department, and we will bring those rates to you at our October meeting for you to vote on.

For our expenditures, we do have an increase in our total expenditures of

$2 million over the $191 million from our tentative. The increase is due to the new pass stipend program and the District's community outreach initiatives that begin in fiscal year '24.

Our fund balance previously was presented at 36.7 million, is now being presented at 34.7 million, and the decrease is due to the increased expenditures that we just discussed. We do have a new fund balance policy, and our fiscal year '24 ending fund balance will meet the policy. We have 2 million set aside for emergency repairs and replacement. 6 million committed to property appraisers, and this is a number we increase each year just trying to put money aside in anticipation of the pending lawsuits with the property appraiser.

23.5 million is our requirements of our two months ending fund balance.

So that is the summary of the final balance -- final budget. We will have a public hearing soon -- well, an initial public hearing where we will vote on the millage and the budget.

CHAIR GARCIA: Any questions or comments

from the Board?

MR. AUNGST: I do have one question, Mr. Chair. Thank you.

Susan, thank you again so much for your work on this budget. I very much appreciate it, Mr. Gilzean and all the Board members.

Specific on public safety, traffic engineering, infrastructure improvements for roadways, I think there has been some misunderstanding online specifically about what this budget does for roadway improvements and for public safety.

First, you know, we are -- we prioritized early on in this administration back in April to bring all of our guardrails on our roadways up to DOT standards, whereas, I think it was something like two-thirds of them were substandard. Don't quote me on it. It was a significant percentage of the guardrails on the roadways were not up to the state standards, so this budget does that; is that correct?

MS. HIGGINBOTHAM: This is a base-in approach, so we have 2.7 million budgeted for fiscal year '24. Catherine can tell me if it is either a three or five-year project, but we

will be assigning funds each year until that is completed.

MR. AUNGST: So I think the line item that I saw reported that was allegedly cutting back roadway improvements or infrastructure improvements was about a voluntary paving program, and as I believe Director Gilzean said, that's the only reason that's being delayed is because supply chain issues are entirely out of our control. There is no way in any manner an attempt to reduce the budget or decrease spending in much needed infrastructure; is that right, or can you shed a little bit more light on that?

MS. HIGGINBOTHAM: Yes, that's correct. We still have paving in our budget. I talked about we have planned paving for some patchwork on Hartzog Road North, as well as paving by Riviera. And yes, this is what we think we can do next year taking care of supply chain issues, and it is within our budget and our millage.

MR. AUNGST: Thank you.

CHAIR GARCIA: Any other comments, questions from fellow Board members?

Hearing none. Thank you very much, Susan, for your thorough presentation.

And we will move -- does that conclude your report, Mr. Gilzean?

MR. GILZEAN: That does, sir, yes.

CHAIR GARCIA: We will move to item 8.1, and I will turn it over to Mr. Gilzean.

MR. GILZEAN: So this particular item, specifically Board member -- Supervisor Peri has been working diligently, and I think he has a report he would like to share.

MR. PERI: Sure. Thank you Administrator Gilzean, and thank you, Mr. Chairman.

I know that I speak for the entire Board when I say I am grateful for the exceptional quality of the employees of our District. Level of professionalism, the hard work, the commitment is pretty impressive.

Over the past two months, members of the Board and myself have dedicated a very substantial amount of time to meeting employees and finding a good solution to providing passes and benefits that are at least the equivalent of what they have been used to receiving.

Now, let me first speak to the employees

that are here today. I really enjoyed getting to know you all. I mean really it's fantastic, and I am hopeful that we are able to convey that this Board genuinely cares about you and your families as people, not just as employees. We heard you, and we have worked to respond accordingly. I know that these passes mean the world to you, and that they are much more than a ticket to a theme park. I know you and your families will carry the visits that you make there probably for the rest of your lives. I know that I have photos from our family visiting back in the early '70s, and it's a joy just to look at them and bring back memories. Some of the people in those photos aren't here anymore. And what a wonderful thing to be able to share a little bit of your work with your family. The passes allow you to share that with the people you love in a way that may, in fact, outlive you and me.

The work you are doing in the parks is part of your legacy, and so we are committed to ensuring that our employees are compensated fairly for that exceptional work.

And now I would like to speak to everyone

and say to you that our employees are an elite group with commitment and skill sets well beyond what is typically the case for a public service organization. They have to be, given the millions of tourists and the advanced nature of the iconic rides and complex infrastructure that exists within the District, which, by the way, is amongst the most technologically advanced in the world.

And so I would like to make certain to clarify that the Board never intended to do away with the passes, but the change in our relationship with Disney meant that we had to secure them for our employees in a different way. And also knowing that 70 percent of the passes were unused last year, we thought it also made sense to provide our employees and retirees who did not use the passes with a new benefit, and that is the freedom to receive the cash value of the passes instead of the passes themselves.

We, like most of our employees, initially understood that the passes were standard third-party passes, and we set the value accordingly. We have since discovered that the

passes and their features were much more than that, and were, in fact, designed for people who are committed to servicing and supporting the parks, not merely for attendees. Having said that, we very much want to encourage our people who can, who are able, to use the passes at every opportunity. This has a very significant benefit to all stakeholders.

To help in understanding the nature of this stakeholder benefit, let me share from my personal experience. For 25 years, I was CEO of a technology company that provided airline reservation systems to airlines around the world. Those airlines understood that it benefited them to provide flight passes to our employees. Since the airline saw the very real benefit to the airline, if our employees flew their airlines and became familiar with their offerings on a personal level, support for the airlines was enhanced significantly. Likewise in terms of delivering an elite level of support, the Disney passes have a benefit that goes far beyond benefiting our employees. This is particularly true with regards to enhancing safety. For example, if a 911 dispatcher

receives a call about someone having a heart attack or heat exhaustion or other issue, if that person knows the park because they are a frequent visitor themselves, they will more rapidly be able to know what immediate help is close by, and they will know the best nearby alternatives for assisting the person that is in distress and those precious seconds immediately after the call. Or consider the benefits if a first responder who has been frequenting the parks knows from personal experience the quickest way to get to a person in need, if a call comes in regarding one of the iconic rides, someone who knows the ride will likely provide better support than someone who does not. Seconds saved often equate to lives saved and better outcomes for everyone.

We, therefore, want to encourage the people to use the passes on every possible occasion. It's good for them, and it's good for all stakeholders.

Now, I know the administrator is diligently working and making every effort to rapidly implement these adjustments, and I am confident that we will be able to give you the

details very soon. As we continue to work through these details, we, once again, want to thank you all for your extraordinary efforts and your hard work. Thank you.

CHAIR GARCIA: Any other comments or questions from the Board?

MS. ZIEGLER: I have a couple comments. I know a motion has not been made, but I want to thank Supervisor Peri for working, and for that overview for those who may not be aware of what has taken place behind the scenes.

I also want to thank the employees for taking the time and having a very honest conversation with myself, and so it seems the other Board members -- as I said before, it's a very unusual place to be, but it's not lost on us. We are human beings, and know lives are impacted by that, and it is not taken lightly. Nor is it something that is being overlooked in any way.

I think, again, Supervisor Peri, the way you explained it about the ongoing negotiations in order for this Board to try to find a resolution, but also find that medium between our fiscal responsibility and the balance of

what we are putting in place, along with the consistent -- or continued attempt to provide rich benefits to anyone who works here, but to continue to have the high caliber that we see around here. And so I hope that all of you can understand that is certainly a priority in continuing on, but wanting to -- hopefully -- again, the details not being provided yet, but hopefully that is being seen by all members and all stakeholders inside the District.

But I want to reiterate something that was said last time by Supervisor Peri, and I said it then and I will say it now, having worked in the private sector and working in another -- from the Board's standpoint, another public entity, the caliber of professionals here is truly unmatched. And it's understood because of the -- we are on the world stage here, and it's not just the stage, but it's the safety component, and that is the experiential standpoint, so it's an honor to work with you all, and that is why I want to make very clear that it is a commitment to see that we continue to try to meet benefits to get the elite class of staff and professionals that has been since

the beginning of this District, so I thank you.

CHAIR GARCIA: Thank you for those comments.

And any other comments or questions from the Board?

MR. AUNGST: Thank you, Mr. Chair.

I just wanted to weigh in and first thank Mr. Peri for his elegant words, and also Supervisor Ziegler for all of her work on this issue and all of the Board, Mr. Gilzean and Susan and Paula and everyone that has worked on this. Chief Ferrari has been working on this, as well.

One of the things I said in our August meeting is that I don't want our employees to feel left out of this budget, and I am hopeful that after tonight, you will see that this Board was responsive and available to you. We were accessible. We were responsive, and we are being accountable. And good government should be transparent and accountable and responsive. We have to be transparent in the fact that the old way this program was structured could no longer legally continue, and so we needed your help, your expertise,

your voices to be heard so that we could work together collaboratively to find a better way to move forward that gave you as close to the same experience as you had before. I want you all to know that we sincerely value you. We cherish your expertise. We value your commitment to the District. We thank you for sticking with us on this, and for also participating in your government, and I want you to continue to do that.

I also want to thank our taxpayer partners for collaborating so far on this issue and for working with Mr. Gilzean. I look forward to many, many more collaborations to come, so thank you.

CHAIR GARCIA: Thank you for those comments.

Any other comments or questions from the Board?

I couldn't say it any better than my fellow Board members, and I very much appreciate all the hard work that my fellow Board members have put into this and their time and commitment and sensitivity to the issue.

And with that, is there a motion that we

adopt the policy of 8.1?

MR. PERI: So moved.

CHAIR GARCIA: Is there a second?

MR. BARAKAT: Second.

CHAIR GARCIA: All in favor indicate by saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect, the motion passes unanimously.

Let's move to public hearings, Resolution 650. Mr. Ardaman.

MR. ARDAMAN: Yes, sir, Resolution No. 650, a resolution amending Resolution No. 396, deleting privilege fees and reaffirming permit requirements for telecommunications companies' usage of District property, and providing severability, conflicts and an effective date.

CHAIR GARCIA: Do we ask for public comments?

MR. ARDAMAN: Yes, Mr. Chairman, that's fine. It's not a public hearing, but it's appropriate for public comment.

CHAIR GARCIA: Are there any public comments with respect to Resolution 650?

Yes, ma'am, one of the privileged fees.

MS. ZIEGLER: Chair, would it be more appropriate --

CHAIR GARCIA: Please address from the podium.

For the record because it's being transcribed, please tell us your name again.

MS. McDONALD: Debbie McDonald. I just had a question, what are the privilege fees being planned? I just didn't know if there was a resolution.

CHAIR GARCIA: Mr. Ardaman, could you please explain.

MR. ARDAMAN: Certainly. The legislation that existed previously allowed for the District to charge the fee for telecommunication providers located in District rights of way. That legislation changed. It no longer allows that, and therefore, we are changing the resolution that exists in the District, which allowed the District to charge that fee, to not allowing the District to charge that fee, at the same time reaffirming the other provisions that allow the District to regulate telecommunications and other things in

its right of way. Thank you.

CHAIR GARCIA: Thank you. Is there a motion we adopt this resolution?

MR. BARAKAT: I will so motion.

MR. AUNGST: Second.

CHAIR GARCIA: All in favor indicate by saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect, the motion passes unanimously.

Resolution 651?

MR. ARDAMAN: Yes, Resolution No. 651, final millage rate. This a request for the Board to consider and adopt a millage rate for fiscal year 2024 and adoption of Resolution of No. 651. The Central Florida Tourism Oversight District through you all as the Board of supervisors hereby intends to levy and operate a millage rate of $8.9900 per $1,000 of assessed value for fiscal year 2024, which is 8.82 percent more than the rollback rate of 8.2610 computed pursuant to Florida Statute 200.065, and that the Central Florida Tourism Oversight District through its Board of

supervisors intends to level a debt -- hereby intends to level a debt -- a debt service millage rate of $3.9600 per $1,000 of assessed value for fiscal year 2024, thereby levying a total millage rate of $12.9500 per $1,000 of assessed value for the fiscal year 2024.

And this is a public hearing, Mr. Chairman.

CHAIR GARCIA: Yeah, this issue has been discussed extensively by the Board and others for the past several meetings, but are there any public comments on this resolution?

Seeing none, is there a motion?

MR. AUNGST: Mr. Chair, a move to approve Resolution No. 651.

CHAIR GARCIA: Is there a second?

MS. ZIEGLER: Second.

CHAIR GARCIA: All in favor indicate saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect the motion passes unanimously.

Next, Resolution No. 652, Mr. Ardaman.

MR. ARDAMAN: Yes, sir, Resolution

No. 652, final budget, this is request for the Board's consideration and adoption of the final fiscal year 2024 budget for the Central Florida Tourism Oversight District as presented and adoption of Resolution No. 652, the Central Florida Tourism Oversight District set forth the appropriations and revenue estimate for the final budget of fiscal year 2024 in the amount of $228,329,542, and that the Central Florida Tourism Oversight District hereby through its Board of supervisors adopts a final budget for the fiscal year 2024.

This is also a public hearing, Mr. chairman.

CHAIR GARCIA: We discussed this extensively too for the past several meetings. Is there any public comment on this?

MS. McDONALD: Apology. I know you discussed it. I just had a couple questions from the printout online.

The security and emergency management showed nothing for the fiscal year 2023, and 2.3 million for 2024. I didn't know if that was just a typo, or that's a new area?

CHAIR GARCIA: So you come to several of

our meetings, and you have heard me say this before, but this is a time for public comments. If you have questions, we will meet with you, Mr. Gilzean or someone from his staff, but this is not a time for questions. You have heard me say it before.

MS. McDONALD: Okay. Then I will just make my last public comment.

I did notice that the planning and emergency roadways were reduced by 3.1 million, and I just wanted to express concern for our area because that's a very large cut. Thank you.

CHAIR GARCIA: Thank you for your comments.

Is there a motion on this resolution?

MR. AUNGST: I will so motion.

CHAIR GARCIA: Is there a second?

MS. ZIEGLER: Second.

CHAIR GARCIA: All in favor indicate by saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect that motion passes unanimously.

Resolution 653, Mr. Ardaman.

MR. ARDAMAN: Yes, sir, Resolution 653, final utility rates. This is a public hearing to consider adoption of proposed utility rates and budget for the Central Florida Tourism Oversight District utilities division. Request for the Board's consideration and adoption of proposed rates for water, chilled water, electric, hot water, reclaimed water, solid waste, natural gas and sewer for customers served by the Central Florida Tourism Oversight District effective for the first meter reading after September 17, 2023.

Resolution 653 as a public hearing, Mr. Chairman.

CHAIR GARCIA: This resolution was discussed extensively by our consultants and the Board here earlier. Are there any other public comments?

Hearing none, is there a motion to adopt the resolution?

MR. AUNGST: Move to approve agenda 9.4.

CHAIR GARCIA: Is there a second?

MS. ZIEGLER: Second.

CHAIR GARCIA: All in favor indicate by

saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect, the resolution passes unanimously.

Resolution 654, Mr. Ardaman.

MR. ARDAMAN: Yes, sir, Resolution 654, final utility budget, request that the Board consider and adopt final fiscal year 2024 utility budget for the Central Florida Tourism Oversight District as presented.

Resolution 654 also a public hearing.

CHAIR GARCIA: This, as well, has been discussed extensively already, but are there any public comments?

Hearing none, is there a motion to adopt this resolution?

MR. PERI: So moved.

CHAIR GARCIA: Is there a second?

MR. BARAKAT: Second.

CHAIR GARCIA: All in favor indicate saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect the motion passes

unanimously.

Next, resolution 655, Mr. Ardaman.

MR. ARDAMAN: Resolution No. 655, a resolution of the Central Florida Tourism Oversight District adopting an emergency management plan.

MR. GILZEAN: Mr. Chairman, at this time, I would like to call Tanya Naylor to come up and give some commentary on this resolution.

MS. NAYLOR: Good evening, distinguished Board Chair, Board members, Mr. Gilzean, Mr. Ardaman.

Today I am pleased to present a hurricane emergency preparedness plan for your approval.

The District's commitment to preparedness has all of the wellness to officially face impending storms and recover, thus allowing and enabling our taxpayers to resume normal operations.

As Chris Ferraro said, our Central Florida residents often turn to the District during a storm. They feel safe here to bring their families. Our hotels remain fully powered. We have, you know, facilities that allow for the strength of the hurricane winds. We have

provisions of food and water that are readily available to our guests. This responsibility is one we hold with utmost gravity, which is why we diligently formulated our comprehensive emergency management plan for the hurricane. It's purpose is to guarantee that our taxpayers can continue to receive essential services during these extraordinary weather events.

Over the past nine years, this plan has involved through rigorous post event evaluations with the District team playing pivotal role in its success. This marks the first emergency management plan brought before the Board underscoring our unwavering dedication to our community's safety and well-being. Thank you for your consideration.

Do you have any questions?

CHAIR GARCIA: No, just thank you for an excellent presentation, and for always keeping us safe, Tanya. We appreciate all your good work, and that was a fabulous presentation.

Any comments from my fellow Board members?

MR. PERI: Yes, I would like to just say that I have had the opportunity to tour and get involved a little bit in understanding the

emergency management plan and what we do and the services. It is incredibly, incredibly impressive. You should be teaching a course to most of the companies in this area on how to prepare. I just think it's fantastic. Thank you for what you have done.

MS. ZIEGLER: Thank you very much.

CHAIR GARCIA: Any other comments or questions from my fellow Board members?

Hearing none, thank you very much Tanya.

MS. NAYLOR: Thank you.

CHAIR GARCIA: And this also is open for public comment. Any public comments?

Any further discussion by Board members?

If not, is there a motion we approve the resolution?

MS. ZIEGLER: I move we approve Resolution No. 655.

CHAIR GARCIA: Is there a second?

MR. AUNGST: Second.

CHAIR GARCIA: All in favor indicate by saying aye.

THE BOARD: Aye.

CHAIR GARCIA: Any opposed?

Let the record reflect that the resolution

passes unanimously.

Any unfinished business or other business that needs to come before the Board?

MR. BARAKAT: Mr. Chair, if I could just have a couple minutes to comment on a few things.

So first of all, I just wanted to publicly thank -- I was fortunate today to spend some time with Mike Crikis and the entire environmental services team Craig Saint from the construction team, and I want to circle back and absolutely echo what was said earlier. Mike, you and your team are an absolutely first class operation. I think it's important to mention for many, many years that team and this District is well regarded throughout the entire state as kind of best in class from the mosquito control to the overwhelmingly healthy and productive fish ponds. Top to bottom, it is a first class -- we have first class environmentally quality standards. In preserving the quality of an ecosystem, it's really central -- these are the headwaters of the Everglades we are talking about, and it's truly a tremendous public trust in this

District's hands. And, Mike, you and your entire team carry that torch, and I want you and your team to know that's appreciated by this Board, and I think throughout the state, and thank you for your efforts.

And as to Craig and his team on the construction side, it is no easy task to run a construction operation anywhere, but certainly not in one of the most high traffic and highly visible tourist destinations or destinations of any kind in the entire world. It is truly a high degree of difficulty job top to bottom, and Craig and his team do it first class.

So thank you, Craig, for that.

And I just want to underline, for all of this Board's criticisms of the prior Board's actions, none of that should be taken as a -- as any kind of a criticism, and I stand by them, and none of that should be taken as a -- any kind of reflection, other than absolutely appreciation of what the employees of this District have done. I, at least, speaking for myself, and I think I would say certainly for the rest of the Board, as we said earlier, it is just a tremendous operation in this

District, and from those that have been with the District from one year to 40 years, we appreciate you all. So thank you so much.

And finally, just to thank -- I was also privileged to speak with leadership from the Celebration CBD and from South Florida State College about future partnerships with Citicon and their organizations, and sort of a potential maximizing of the land use potential, as well as potential partnerships, and I want to thank them for their time.

And certainly a specific thanks to Senator Dennis Baxley, who represents this District ably, very ably in Tallahassee to speak -- who had some questions and talk about our duty as a Board to report to the legislature on our activities and future goals, and specifically sort of our best practices in governance. And we have got a really exciting opportunity to set a new standard for a blueprint for efficient and transparent government and effective and accountable public and private partnership, and I would say -- so thank you to the senator his time.

And what I would say again to the

employees, No. 1, you can take great pride in providing tremendous level of services to -- as has been said, a -- the District is a destination that makes memories for families all around the world, but also in this new era, we are going to be creating the blueprint for best practices in government that will I think be a blueprint not just throughout the State of Florida but throughout the country. So you can all take great pride in being part of that new effort.

So thank you all.

Thank you, Mr. Chair.

CHAIR GARCIA: Thank you, Supervisor Barakat, for those very appropriate comments, and I endorse everything you said, and thank you for making those comments.

Any other comments from the Board? Any other unfinished business or new business that needs to come before the Board?

Hearing none, we will stand adjourned.

Thank you all for coming to today's meeting.

(Time ended 7:30 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA:
COUNTY OF ORANGE:

I, TARA K. SLOCUM, RPR, CRR, CSR, Court Reporter and Notary Public, certify that I was authorized to and did stenographically report the foregoing proceedings and the transcript is a true and accurate record of my stenographic notes.

DATED this 1st day of OCTOBER 2023.

TARA K. SLOCUM, RPR, CRR, CSR
Court Reporter

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.2

Meeting Date
November 15, 2023
Agenda Item Name
Proclamation for Andrew Heithaus
Requested Action
Approval of Proclamation for Fire Department Paramedic-40 Andrew Heithaus
Staff Report
Paramedic-40 Andrew Heithaus retired on October 1st, 2023 after 20 years of service to the District.
Additional Analysis
None
Fiscal Impact Summary
None
Exhibits Attached
1. Proclamation for Andrew Heithaus, Fire Department/Paramedic-40

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SECTION 01202
PROGRESS MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. ***The Owner's Representative will schedule and administer Project meetings during the progress of the Work.***

B. Meetings required will include:

1. Pre-Construction meeting
2. Weekly Progress meetings
3. Weekly Safety meetings.

C. Owner Representative's duties:

1. Notify participants at least 48 hours in advance of meeting date.
2. Facilitate meeting, record minutes and distribute copies to participants and all others affected by the decisions.

D. Attendance is required by:

1. Owner and/or Owner Representative(s).
2. Contractor's job superintendent and Project Manager.
3. Major subcontractors and suppliers.
4. Contractor's designated safety representative at the safety meetings.
5. Others affected by the Work and decisions involved.

E. Agenda items shall include:

1. Review of work progress.
2. Status of progress schedule and required adjustments.
3. Schedules for deliveries.
4. Status of submittals.
5. Adherence to quality standards.
6. Pending changes and substitutions.
7. All other items affecting Work progress.
8. Review of Contractor's Record Drawings.
9. Safety concerns.
10. Contractor-furnished Four Week Look Ahead Schedule.

END OF SECTION 01202

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SECTION 01310
CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 GENERAL

A. Prepare and provide projected construction schedules for entire work in a logic bar graph, Critical Path Method (CPM) or combination thereof in a format which will be acceptable to the Owner. Revise monthly, or otherwise directed by the Owner.

B. Coordination:

1. It will be the responsibility of the Contractor to coordinate schedules of its own and its subcontractor's schedules as well as construction efforts by others as directed by the Owner or Owner's Representative.
2. Final schedules are subject to concurrence by the Owner and Owner's Representative as regards to activity description, logic, sequence, duration and resources required.

1.02 FORM OF SCHEDULES

A. Contractor prepares and provides the following construction schedule in a format and system acceptable to the Owner and Owner's Representative.

1. Summary Milestone Schedule: Submit a computer generated bar chart schedule broken down by the major project areas. Format shall be consistent with the format as provided by the Owner's Representative. Required milestones will be subject to Owner's and Owner's Representative's acceptance.
2. Detailed Network Schedule - Either overall basis and/or by sub-networks as may be requested by the Owner's Representative. Manpower resources by activity should be indicated if requested by the Owner or Owner's Representative.
3. Horizontal Bar Chart:
   a. Provide separate Horizontal Bar Column for each trade or operation indicating manpower resources if requested by the Owner or Owner's Representative.
   b. Order: Chronological order of beginning of each item of work.
   c. Identify each bar column by distinct graphic delineation.
   d. Horizontal Time Scale: Identify first work day of each week, length of work week, and shifts involved.
   e. Scale and Spacing: To allow space for updating.

1.03 CONTENT OF SCHEDULES

A. Provide complete sequence of construction by activity.

1. Shop Drawings, product data and samples, submittal dates and dates approved copies will be required, etc., should be indicated if requested by the Owner or Owner's Representative.
2. Permitting application and processing.
3. Product procurement, fabrication duration, shipping dates and on-site availability should be indicated if requested by the Owner or Owner's Representative. Contractor will prepare format which shall include names of subcontractors; description of material; manufacturers and vendors with address, phone number and person to contact, order number, shop drawings and samples status, manufacturing lead time, shipping dates, proposed delivery date, format of shipping, date material is required and commitments from manufacturers

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or vendors on their letterhead.

4. Dates for beginning and completion of each element of construction.
5. Decision dates for selection of finishes and products may be required by the Owner or Owner's Representative.
6. Restraints reflecting impact of related work.
7. Activities as directed by the Owner or Owner's Representative when required to interface activities performed by the Owner or other Contractors.
8. Detailed sub-schedule and special area schedules as directed by the Owner or Owner's Representative to define critical areas of work.
9. The Owner's Representative shall receive and review updates from the Contractor on the 25th of each month indicating the ACTUAL work status through the 20th day of the month, or more/less often when directed to do so by the Owner's Representative.
    a. Schedule submission shall be made as part of the monthly Application for Payment.
10. All schedules shall reflect cost loading.

1.04 CONTRACTOR'S RESPONSIBILITIES

A. Coordinate the scheduled work of all its subcontractors.

B. Incorporate the work of all subcontractors into the construction schedules.

C. Provide schedule update information of all subcontractors.

D. Maintain a management organization to fulfill the requirements of this Section.

E. Attend and participate in scheduling meetings as may be requested by the Owner or Owner's Representative.

1.05 OWNER'S RESPONSIBILITIES

A. Owner may provide technical assistance to Contractor in preparation of its construction schedule.

1.06 SCHEDULE MAINTENANCE PROCEDURES

A. Milestone Schedule: Within 10 calendar days of Award of this Contract, the Contractor shall provide the following:

1. A Summarized Milestone Schedule, prepared as a computer generated time-scaled CPM diagram in precedence diagramming format, identifying the major areas of the Project. Milestone Schedule shall identify all established milestones specified in the Contract Documents, to constitute one complete program for the entire work.
2. The Summarized Milestone Schedule shall be used for the life of the Contract to delineate the interdependence and order of construction of the project Work areas. Also, it shall be employed as a framework for developing the Detailed Network Schedule described below.
3. The Owner reserves the right to reject any submitted schedule by the Contractor, if, in the view of the Owner, said schedule reflects unreasonable assumptions on the part of the Contractor, its subcontractors or Owner's other Contractors. The Contractor shall be responsible for resubmitting within five (5) working days the actual reflection of current and projected status.

B. Network Schedule: Within 10 calendar days of Owner's Representative's approval of the Summary Milestone Schedule, the Contractor shall provide the following:

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1. A Detailed Network Schedule shall be prepared as a CPM logic diagram in precedence diagramming format. The detailed network schedule shall identify the work to be performed in order to support the Master Milestone Schedule.
2. The Detailed Network Schedule shall be utilized to monitor progress and shall, therefore, be maintained throughout the duration of the Project.
3. Activities represented on the Detailed Network Schedule shall dovetail the summary milestone schedule so as to constitute one complete program for the whole of the project.
4. The Contractor shall provide a detailed successor/predecessor report, in a format acceptable to the Owner's Representative, sorted by major project area. This report shall also include the duration of each activity and logic relationship.
5. The Contractor shall submit both a printed copy and an electronic copy to the Owner's Representative containing this information.

Updating:

1. Show all changes, which have occurred since the previous update and submittal. Provide the following update information:
   a. Progress of each activity.
   b. Completion dates.
   c. Activities modified.
   d. Revision of schedule restraints.
   e. Revision in duration to any activities.
   f. Revision of resources.
   g. With each schedule update, provide a NARRATIVE REPORT, including: current and anticipated delay factors and their impact on the schedule.
   h. Corrective action taken or proposed and its effect or intended effect on schedule.
   i. Detailed description of revisions to schedule.

1.07 SUBMITTALS

A. Submit to the Owner's Representative, one electronic copy and one hard copy of the Summary Milestone Schedules within 10 days after Award of Contract.

B. Submit to the Owner's Representative, one electronic copy and one hard copy Detailed Network Schedule within 14 calendar days of approval of Summary Milestone Schedule.

C. On the 25th of each month (along with the monthly Application for Payment), submit one hard copy of the previous Detailed Network Schedule with annotations showing status and changes as required by paragraph 1.06.C.1. and an electronic copy of the updated Detailed Network Schedule reference progress to the update data.

1. Along with updated schedules, submit NARRATIVE REPORT.
2. Submit additional detailed network logic necessary to fulfill the requirements described in paragraph 1.06.B. above.
3. Submit updated Summarized Milestones Schedule to reflect current project status. Identify any changes invoked or contemplated to the original program plan.
4. Submit an electronic copy containing the detailed network schedule.

END OF SECTION 01310

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SECTION 01315
CONTRACT TIME, SEQUENCING AND TIMING OF WORK

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. Refer to **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION** and **SPECIAL CONTRACT CONDITIONS** for general requirements; relating to contract time, commencement or work, progress, and completion.

1.02 PROGRESS

A. The work shall be prosecuted at such rate of progress as will insure meeting the specified milestone dates, as well as Substantial and Final Completion within the Contract Time. By execution of the Contract, the Contractor represents he has analyzed the Work, the materials and methods involved, the systems involved, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified times are reasonable considering the existing conditions at the site, usual working conditions, climatic conditions prevailing in the locality of the Work, and other factors, with reasonable allowance for variations from average, typical or ideal conditions.

1.03 RESERVED

1.04 DEPARTURES

A. From time to time as Work progresses, departure from the schedule may occur to changes in the Work or delays or acceleration of one or more activities. The Contractor shall receive no compensation for those departures, other than a time extension, if applicable.

1.05 COMMENCEMENT OF WORK

A. Work at Site: The Contractor shall commence the work promptly following its receipt of a Notice to Proceed unless otherwise directed by the Owner's Representative.

B. Insurance: No work shall commence at the site until proper insurance certificates have been submitted by the Contractor and approved by the Owner's Representative.

1.06 MILESTONE COMPLETION DATES

A. Assumption: Milestone completion dates are predicated on issuing the Notice to Proceed on or before **N/A**.

B. Milestone Dates: Milestone Completion Dates are as described within this specification, Section 1.07 Project Construction Constraints.

C. General Comment:

1. Coordination of the drainage, mechanical and electrical work, particularly in areas of congestion, shall be accomplished by all Contractors involved in each particular area.
2. The schedule provides that the entire project be turned over to the Owner as per the Project Milestone Schedule entitled Exhibit "B" of the Agreement.

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1.07 PROJECT CONSTRUCTION CONSTRAINTS

A. SPECIFIC CONSTRAINTS: Other than those constraints noted elsewhere within the Contract Documents, the specific construction schedule constraints are part of this Work and have been incorporated into the Project Milestone Schedule noted as Exhibit B of the Agreement.

B. GENERAL CONSTRAINTS: Other than those noted elsewhere within the Contract Documents, the following general construction schedule constraints are part of this Work:

1. From time to time special events may be scheduled adjacent to the Project Site. During such events, the Contractor may be requested to restrict its operation and construction to avoid impacts to guests and visitors.

END OF SECTION 01315

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SECTION 01325
SCHEDULING OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. The Contractor shall perform the Scheduling of the Work requirements as further defined herein and summarized as follows:

1. Overall Requirements.
2. Incorporation of Contract Milestones and associated Definitions into planning and scheduling of the Work.
3. Provide and update a Contract Schedule.
4. Provide and update a Submittal Schedule.
5. Provide and update a Material Procurement Schedule.
6. Provide and update Completion Lists & Punch Lists.
7. Attend regular Schedule Reviews and provide updates and reports as required.

B. Other references:

1. Specification 01370 – Schedule of Values.
2. Specification 01330 – Submittal Procedures.

1.02 OVERALL REQUIREMENTS

A. All costs associated with compliance with this Section shall be included in the Contract Sum. All Schedules to be provided by Contractor shall fully integrate the work of all Subcontractors, Sub-subcontractors, adjacent separate contractors, and major suppliers and must comply fully with the Contract Milestones identified herein.

B. Failure to comply with requirements:

1. If Contractor fails to comply with the requirements specified herein, Owner reserves the right, but will not be required, to engage an independent scheduling consultant or provide its own expertise to fulfill those requirements, and back-charge Contractor an amount equal to the payment Contractor would have been due had it self-performed the delinquent or non-complying work.
2. In such event, Owner will require the participation of Contractor to ensure that the information produced accurately reflects Contractor's plan to execute the Work and the progress of the Work, in compliance with the Contract.
3. If Contractor fails to promptly cooperate by participating with Owner or its Consultant in developing or in implementing the jointly-developed Schedule, Owner will complete the effort to the best of its ability with the information provided by Contractor and issue that Schedule for the mandatory and immediate utilization by Contractor in a unilateral Change Order to the Contract.

1.03 CONTRACT MILESTONES

A. Contract Milestones are date specific “events” which may or may not be on the critical path of the Work at which certain portions of the Work must be complete in order for Contractor to be in compliance with the Contract. Contract Milestone Definitions more specifically describe what is expected of the Contractor at these dates. Contractor shall comply with these definitions and Owner

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Owner-furnished-item requirement dates; interfaces with Separate Contractors; regulatory agency approvals; and permits required for the performance of the Work.

5. The Contract Schedule shall take into account all foreseeable factors or risks affecting, or which may affect, the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.
6. Contractor shall not use any “float suppression” techniques such as preferential sequencing or logic, special lead/lag constraints, or unjustifiably over-estimated activity durations in preparing its Contract Schedule (constraints for Contract Milestones only will be permissible), unless approved by Owner. All activities/milestones that are constrained, or contain start-to-start, finish-to-finish, or start-to-finish, or negative lag relationships, shall have an explanation in the activity log and the log shall be printed below the activity bar on all reports.

E. When submitting initial Contract Schedule, Contractor shall attach a narrative report which explains Contractor’s chosen method of determination and/or assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment in the Work. The submittal shall also include an electronic copy of the file.

F. Time units for all Schedules shall be in work days, and no construction activity scheduled to commence within 60 days of the "Data Date" (date of Schedule calculation) shall have a duration greater than 5 work days. Construction activities scheduled to start more than 60 days of the Data Date shall have durations no greater than 20 work days.

1. Each activity shall be assigned an appropriate calendar, which signifies a 5, 6, or 7 day work week and acknowledges multiple daily work shifts where applicable.

G. When completed, the Contract Schedule shall represent Contractor's plan for the Work, compliant with the Contract Milestones and other Contract Documents.

H. Owner will notify Contractor of acceptance or of any changes necessary to the Contract Schedule within 10 days from the formal presentation by Contractor. Contractor shall effect any required changes to the Contract Schedule and resubmit it for acceptance within 3 days, certifying in writing that all information contained therein complies with the Contract requirements.

I. Upon notification by Owner of acceptance of the Contract Schedule, Contractor shall prepare computer plots and printouts, and complete its submission of the Contract Schedule, which shall include the following:

1. Bar Charts for:
   a. Contract Milestones only;
   b. Summary Level (sorted by craft/trade and area);
   c. Detail (sorted by Dates);
   d. Detail (sorted by Responsibility), and;
2. Reports for:
   a. Float (sorted low to high), and;
   b. Resource Histogram.
3. Provide all data files electronically via Newforma.

J. Upon acceptance by Owner, the Contract Schedule shall become the baseline schedule against which all subsequent Schedule Updates shall be made, and against which Contractor shall report

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progress and variances and by which Owner shall measure Contractor's performance.

1. All schedule updates shall be made to a separate electronic file that starts as a copy of the current Contract Schedule.
2. The Contract Schedule shall only be modified to include settled change adjustments to schedule.
3. Progress shall be tracked on the schedule update file.

K. Contractor shall provide a time impact analysis, based on the Contract Schedule, for any applicable Contract Directives. This time impact analysis shall be provided within 10 days of receipt of the Contract Directive, and shall be accompanied by Contractor's proposal to effect recovery of any purported schedule impact.

1.05 SUBMITTAL SCHEDULE

A. Contractor shall submit its Schedule of Critical Submittal Notification, as defined in Section 01330, to Owner within 48 hr. after Notice to Proceed for Owner's approval.

B. Within 10 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its initial Schedule of Submittals for Owner's review. The Schedule of Submittals shall derive from and incorporate a complete listing of all submittals required by the Contract Documents for the duration of the Contract Time. Each submittal activity shall separately depict the duration Contractor has allocated for Owner's review. The allocated review durations are subject to adjustment by Owner.

1. Contractor shall prepare its Submittal Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Submittal Schedule activities are logically tied to the successor Material Procurement Schedule and Contract Schedule (work) activities.

C. Owner's review of Contractor's Schedule of Submittals shall not confirm it as a complete listing of all submittals required by the Contract.

D. The final Schedule of Submittals shall be submitted within 7 days of Owner's return of reviewed preliminary Schedule of Submittals to Contractor.

E. Contractor shall identify in writing any submittals that it has determined must be initiated prior to the approval of the Schedule of Submittals to avoid any unrecoverable schedule impact or unwarranted relinquishing of float.

F. After review by Owner, the Schedule of Submittals shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.

G. The Schedule of Submittals shall also be updated and submitted with the monthly Contract Schedule Update submission. Changes from the last report shall be indicated with an asterisk.

1.06 MATERIAL PROCUREMENT SCHEDULE

A. Within 14 days after Notice to Proceed as specified in Section 01330, Contractor shall develop and submit its Material Procurement Schedule for Owner's review. The Material Procurement Schedule shall incorporate all material or equipment required by the Contract having a lead time of 4 weeks

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or greater.

B. Contractor shall prepare its Material Procurement Schedule in coordination with development of the Contract Schedule logic, and shall ensure that Material Procurement Schedule activities are logically tied to the precedent Submittal Schedule and successor Contract Schedule (work) activities.

C. The Material Procurement Schedule shall be in tabular format, including the following at a minimum: Line No., Part Name/Description, Manufacturer's Part No., Drawing/Specification Reference, Quantity, Responsible Subcontractor, Purchase Order No., Purchase Order Date, Supplier Name, Supplier Contact, Supplier Phone No., Purchase Order Delivery Date, Field Need Date, Date of Last Contact, and Delivery Location.

D. After review by Owner, the Material Procurement Schedule shall be updated on a weekly basis and a variance report generated including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report.

E. The Material Procurement Schedule shall also be updated and submitted with the monthly Contract Schedule Update submission.

F. Owner's review of Contractor's Material Procurement Schedule shall not confirm it as a complete listing of all materials required by the Contract.

1.08 COMPLETION LISTS AND PUNCHLISTS

A. Completion lists:

1. 30 days prior to Substantial Completion of an area, project component, construction package, and/or as defined by Owner, the Contractor shall walk the jobsite with Owner and develop a detailed Completion List.
2. The Contractor shall submit the Completion List to the Owner for approval within 48 hr. after the job walk.
3. The Completion List shall include a line item for each incomplete activity of each component to be ready for punch-listing.
    a. Each line item shall include the line item number, project element, activity description, responsible company, responsible person and their cell phone number, start date, finish date, and comments.
4. The responsible company/person listed shall be the actual party performing the work and not the Contractor's personnel, unless the Contractor is self-performing the Work.
5. Once approved by Owner, the Contractor shall status the list at the beginning of each day and report to the Owner by noon each day, the total number of items, number complete, number remaining, and number of items that the approved list indicates should be done by the end of the shift.

B. Punchlists:

1. An area, zone, or component of the Scope of Work shall be deemed "Ready for Owner Punch-listing" once all Completion List activities are complete. The Contractor shall give Owner one week's advance notice of its forecast of completion so that a Punchlist walk can be coordinated.
2. Owner will conduct a Punchlist walk and provide a formal list to Contractor within 3 days after completion of walk. The Contractor shall start Punchlist work immediately based upon results and notes from the walk.
3. Using the same format as the Completion List, Contractor shall fill in all information and

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submit the Punchlist Schedule to Owner within 2 days of receipt. The comments column will be used for Owner sign-off of acceptance of the Punchlist items.

4. The Contractor shall status the list at the beginning of each day and report to the Owner by noon, the total number of items, number complete, number ready for Owner buy-off, and number to go.

1.09 SCHEDULE REVIEWS, UPDATES, AND REPORTING

A. Weekly reviews:

1. Owner and Contractor agree to conduct weekly reviews of the progress of all work activities using a four-week rolling schedule and compare that progress to the Contract Schedule, the Schedule of Submittals, and Material Procurement Schedule. The weekly schedule review shall include, at a minimum:
   a. Four-Week Rolling Schedule:
      (1) Contractor shall prepare its Four-Week Rolling Schedule immediately following database update/status and ensure that it accurately reflects progress of the Work. The Four-Week Rolling Schedule looks at the preceding week and the three weeks ahead.
      (2) Contractor shall update/status electronic Contract Schedule database weekly prior to review. Contractor shall include Submittal Schedule and Material Procurement Schedule information linked to the Contract Schedule activity information in each update/status.
      (3) When expanding activities to reduce maximum durations from 20 days to 5 days pursuant to Subparagraph 1.04.F, identify expanded activities so that the Contract Schedule activity they originate from is readily apparent. Do not allow the aggregate duration of the expanded activities to exceed the duration assigned to their parent activity in the Contract Schedule unless specifically allowed to do so by Owner during review.
      (4) Review of all submissions, submittal reviews, fabrication/delivery status, work completed in the preceding week, all work in progress, and work schedule for the next 3 weeks.
      (5) Review of all revisions, added or deleted work, and how those are being integrated into Contractor's work plan.
      (6) Review of Contractor's interface and coordination with other work on the Project.
      (7) Variance reports including all activities in excess of 5 days behind schedule and proposed mitigation measures for each item on the variance report. Variance reports shall be attached to Contractor’s superintendent’s Daily Report, with brief descriptions of remedial action taken against the variances noted thereon.
      (8) Contractor shall attend review meetings prepared to discuss actual activity start and/or completion dates and any applicable variances, forecast activity start and/or completion dates and any applicable variances and progress of all activities underway at the time of the review.
      (9) During reviews, Contractor shall alert Owner to activities that are behind schedule, and identify all activities and Contract Milestones that are impacted by such variances. Contractor shall present to Owner, for review, proposed recovery plans to regain time lost due to variances from the Contract Schedule. All proposed recovery plans, whether verbal or written, will be included in the minutes of the review.

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2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule. If the latest calculated Completion Date for any critical activity (total float less than or equal to 2 work days) does not fall within the time allowed by the Contract Schedule (irrespective of the cause of such variance), the sequence of work and/or performance of that work shall be revised by Contractor by means of utilizing concurrent operations, additional work force allocations, additional shifts, overtime, etc., until the schedule information produced indicates compliance with all Contract Milestones. The requirement for such additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
3. At the subsequent Project Meeting called by Owner following the weekly schedule review, Contractor shall submit an updated Four-Week Rolling Schedule indicating any remedial measures necessary to maintain compliance with the Contract Schedule.

B. Monthly reviews:

1. Prior to submission of the Contractor's monthly payment application, Owner and Contractor agree to conduct monthly schedule reviews to determine: "planned" versus "actual" progress to date; compliance with Contract submittal requirements, Contract Milestones and accepted Contract Schedule; and determination of any changes to the work plan or implementation which must be made by Contractor to comply with the Contract Schedule. The monthly schedule review shall include, at a minimum:
   a. All requirements listed above of Weekly Reviews. Monthly update/status of electronic database shall include recording of all Actual Start Dates and Actual Finish Dates and status of activities in progress.
   b. Review of "planned" versus "actual" work force allocations and progress for the preceding month.
   c. Review of revisions, added or deleted Work, and how those elements are being integrated into the Contractor’s work plan.
   d. Review of all impacts to the work during the preceding month and to date, Contractor's evaluation of those impacts and any recovery plans or remedial actions required to comply with the Contract Schedule.
   e. Verify that schedule progress ties to progress stated on the Schedule of Values for Contractor payment.
   f. Review of Contractor’s interface and coordination with work by Others on the Project.
2. Following review of the above and all other information relevant to the progress of the Work, Contractor shall adjust its work plan as required to assure compliance with the Contract Schedule.
   a. Incorporate respective changes into the update schedule, Submittal Schedule, Material Procurement Schedule, and Schedule of Values. Submit them with the Contract Schedule and monthly payment application.
   b. The requirement for additional work force allocations, additional shifts, overtime, etc., will not entitle Contractor to additional compensation except to the extent expressly provided for by the Contract or Change Order.
   c. Owner reserves the right to withhold the monthly payment due Contractor until an acceptable, corresponding monthly schedule submittal is received.
3. Upon completion of the monthly schedule review, the Contractor shall incorporate comments to the Contract Schedule, Update Schedule, and Schedule of Values and submit them with its monthly payment application. The update shall incorporate actual status to date and include the following:
   a. Computer plotted time-scaled Contract Schedule

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b. Bar Charts for:
   (1) Contract Milestones only (Baseline vs. forecast);
   (2) Summary Level (sorted by craft/trade and area);
   (3) Detail (sorted by Dates);
   (4) Detail (sorted by Responsibility), and;
c. Reports for:
   (1) Variance (Baseline vs. forecast);
   (2) Float (sorted low to high), and;
   (3) Resource Histogram.
d. Provide all data files electronically via NewForma.

C. Schedule revisions:

1. Implementation of revised schedule logic and/or activity duration estimates for updating the Contract Schedule or other interim schedule whether furnished by Contractor or Owner do not constitute an extension of the Contract Time, relaxation of Contract Milestones or basis for a change to the Contract Sum. Such revisions are for the purpose of maintaining the accuracy of the Contract Schedule's representation of the work to be accomplished and to present best duration estimates for work yet to be performed.
2. If it becomes necessary for Owner to furnish the suggested logic and/or duration revisions as a result of Contractor's failure to furnish acceptable data, and if Contractor has objections to those revisions furnished, it shall so advise Owner in writing within 3 days, providing also an acceptable alternate plan. If Contractor fails to so note any objections and provide an acceptable alternate plan, of if Contractor implements the revisions provided by Owner without so noting any objections, Contractor will be deemed to have waived all objections and concurred with the suggested logic/duration revisions provided by Owner.
3. In updating the Contract Schedule, Contractor shall make no modifications to Activity ID numbers in the accepted Contract Schedule, schedule calculation rules/criteria or the Activity Coding Structure provided by Owner without the explicit written permission of Owner, which permission Owner may withhold at its sole discretion.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01325

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SECTION 01330
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Prepare, submit and maintain schedule of submittals that designates anticipated or actual date(s) for submittal, and date(s) reviewed and returned.

B. Prepare and submit shop drawings, product data, and office and field samples required by Specifications.

E. Compile and submit operating and maintenance data.

F. Prepare, submit and maintain all submittals pertaining to scheduling of the Work.

G. Prepare, submit and maintain such other plans, programs or other submittals as are required by Contract Documents.

H. All submittals except for physical sample shall be submitted electronically in .pdf format.

1.02 MANUFACTURER'S CERTIFICATIONS

A. Where required by the Specifications, submit manufacturer's certifications, in duplicate, certifying that products meet or exceed specified requirements, executed by a responsible officer of the actual manufacturer (not a distributor or other sales representative).

B. Written reports of all testing and check-outs are required to be submitted to the Owner's Representative.

C. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner's Representative.

D. Certificates shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.03 SCHEDULE OF SUBMITTALS

A. See Section 01325 for description of and requirements for preparation and maintenance of the Schedule of Submittals.

B. All references herein to "days" shall be construed to mean calendar days.

1.04 SHOP DRAWINGS

A. Description: Original drawings prepared by Contractor, subcontractor, supplier, or distributor, which illustrates some portion of the work, including, but not necessarily limited to, fabrication, layout, setting, or erection details.

B. Cross-reference shop drawings to Drawings and Specifications and detail all work included. Indicate

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dimensions, materials, fastenings, anchorages, joining's, sealing, backing, utility requirements, rough-in, and adjacent related conditions.

C. Coordinated drawings:

1. Contractor shall prepare separate (from Contract Drawings) composite, detailed coordination drawings consisting of plans, elevations, and sections as required to clearly delineate and show the relationship between all utilities, mechanical and electrical work. These drawings shall include and show due consideration for utilities, architectural elements and structural elements (including excavations and shoring, utility vaults, manholes, and foundations for permanent and temporary construction) and identify potential interface trouble spots.
2. Individual drawings for any single element will not be accepted or reviewed unless and until the coordinated drawings have been previously reviewed and accepted.
3. The purpose for the coordinated drawings is to determine, for the mutual benefit of all concerned, the precedence of trades' work and the allocation of available physical space for installation of trades' work.
4. Generation and submission of coordination drawings shall be made in a timely manner and in support of the Contract Schedule.

1.05 PRODUCT OR CATALOG DATA

A. Manufacturer's standard drawings modified to delete non-applicable data or include applicable data.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data.

1. Mark up each copy to identify pertinent materials, products, or models applicable to the project using a distinct, bold "cloud" outline. Clearly indicate which items shown are not for review.
2. Clearly mark up each copy of the submittal data to identify the Section, page number, and Article of the Specifications to which it is referenced.
3. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams, and controls.
4. Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves and catalog cuts.
5. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal.
6. Should the manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.
7. Photographs of existing installations are unacceptable and will be returned without approval.

C. Manufacturer and catalog data shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference.

1. Submittals shall also include applicable federal, military, industry, and technical society publication references, years of satisfactory service and other information necessary to establish contract compliance of each item to be provided.

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D. Manufacturer's instructions

1. Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation.
2. Installation of the item shall not proceed until manufacturer's instructions are received.
3. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.

E. Manufacturer's certificates

1. Submit manufacturer's certifications as required for products, materials, finishes and equipment as specified in each technical section of these Specifications.
2. Certificates from material suppliers are not acceptable.
3. Preprinted certifications and copies of previously submitted documents will not be acceptable.
4. The manufacturer's certifications shall name the appropriate products, equipment or materials and the publication specified as controlling the quality of that item.
5. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material."
6. Certifications shall simply state that the item conforms to the requirements specified.
7. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

F. Reference Standard Compliance

1. Where equipment or materials are specified to conform to industry and technical society reference standards, submit proof of such compliance.
2. The label or listing by the specified organization shall be acceptable evidence of compliance.

1.06 SAMPLES

A. Physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.

1. Office samples of sufficient size and quantity to clearly illustrate:
   a. Functional characteristics of product or material, with integrally-related parts and attachment devices.
   b. Full range of color samples.
2. The samples will be kept by the Owner's Representative's Representative, at the Owner's Representative's option.

1.07 OPERATING AND MAINTENANCE DATA

A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner's Representative not less than three (3) bound copies of Operation and Maintenance (O&M) Manuals and 1 CD containing an electronic image of each and every page of the O&M manual in .pdf format, describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manuals shall include, but shall not be

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limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's installation instructions
3. Manufacturer's operating instructions
4. Manufacturer's maintenance instructions
5. Equipment programming manuals and software
6. Any serial numbers unique to individual machines, equipment or devices.
7. Complete listing of equipment/system replacement parts, including part numbers.
8. Name and telephone number of source for equipment/system replacement parts.
9. Complete wiring and/or piping diagrams (as applicable).
10. Manufacturer's written warranty
11. Manufacturer's recommended spare parts list including lead tie information
12. Certification of final inspection from Reedy Creek Improvement District
13. Certificate of occupancy.
14. Name and telephone number(s) of local qualified service representative.

B. General:

1. O&M Manuals shall include three (3) up-to-date copies of all shop drawings, product data, and other information described in this Section.
   a. Make required submittals prior to scheduled completion of project.
   b. Submittals made by permanent reproduction copy equipment from typewritten or typeset originals.
   c. Pre-punch 8-1/2 in. x 11 in. sheets for standard three ring binders, and provide high-quality, black plastic, hardback, loose-leaf binders with clear pocket for inserts on the covers and spines.
   d. Submit larger sheets in rolled and protected packages.
   e. Submittals on sepias will not be accepted.

C. Compilation:

1. Receive shop drawings, brochures, materials lists, technical data of all types, warranties, guarantees, and other pertinent information from subcontractors and vendors, and assemble, catalog, and file information in loose-leaf, hardback, three-ring binders.
2. Copy pertinent sheets of Drawings such as electrical and control diagrams, panelboard schedules, mechanical and electrical floor plans, and fold and insert them into the loose-leaf binders along with the other information.

D. Submittal format: (Provide each of the following items, as applicable, for each required item or system. Requirements will vary, depending on the equipment. Refer to specific Specification Section requirements.)

1. Item: (Use appropriate Section title and submittal number)
2. System description: (Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified, and including the following):
   a. Number of.
   b. Sizes.
   c. Type of operation.
   d. Detailed operating instructions, including start-up and shut-down of each system, with indications for position of all controls, as applicable.

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3. Wiring diagrams: (Complete wiring diagrams for internally wired components including controls).
4. Operating sequence: (Describe in detail).
5. Manufacturer's data: (Provide catalog data sheets, specifications, nameplate data, and parts list).
6. Preventative maintenance: (Provide manufacturer's detailed maintenance recommendations).
7. Troubleshooting: (Provide manufacturer's sequence for troubleshooting procedures for operational problems).
8. Extra parts: (Provide a listing of extra stock parts furnished as part of the Contract).
9. Warranties: (Provide specific manufacturer's warranty). List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
10. Directory: (Provide names, addresses, and telephone numbers of General Contractor, its subcontractors, suppliers, installers, and authorized service and parts suppliers). Format shall be as provided in Attachment C to the Project Manual:

1.08 SUBMITTALS RELATED TO SCHEDULING OF THE WORK

A. Refer to Section 01325 for description of and requirements for preparation and submittal of submittals pertaining to scheduling of the Work.

B. Milestone Schedule: Submit within 10 days after Notice to Proceed (hereinafter referred to as NTP, which shall have the same meaning as Date of Commencement as used in Article 8 of the General Conditions of the Contract for Construction).

C. Initial Schedule of Submittals: Submit within 14 days after NTP.

D. Initial Material Procurement Schedule: Submit within 21 days after NTP.

E. Initial Contract Schedule: Submit within 28 days after NTP.

1.09 SUBMITTALS OF PLANS, PROGRAMS AND RELATED SUBMITTALS

A. Payment and Performance Bonds: Submit immediately upon Contract execution.

B. Initial (major) Subcontractor List: Submit within 5 days after NTP.

C. Subcontractor List: Submit within 28 days after NTP, and update as required.

D. NOTE: In no case will a subcontractor be permitted to begin on-site operations if that subJCB Construction Inc. has not been submitted on the current Subcontractor List at least 5 days prior.

E. Contractor's Storm Water Management Plan: Submit within 14 days of NTP.

F. Construction safety program: Submit a copy of Contractor's "site specific program" in conformance with Article 10 of the General Conditions of the Contract for Construction within 21 days after NTP.

G. Fire safety program: Submit within 21 days after NTP.

H. Weather preparedness program: Submit within 28 days after NTP.

I. Traffic control and logistics plan: Submit within 28 days of NTP.

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J. Hazardous waste management plan: Submit within 21 days of NTP.

K. Quality control plan: Submit within 28 days of NTP.

L. Sequence of operations plan. Submit within 28 days of NTP.

1.10 CONTRACTOR'S RESPONSIBILITIES

A. Review shop drawings, product data, and samples for compliance prior to submittal to Owner's Representative.

1. Verify field measurements, field construction criteria, catalog numbers, and similar data.
2. Coordinate each submittal with the requirements of the Work and Contract Documents.
3. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.

B. Make all submittals at least 21 days prior to the date when the returned, reviewed and approved submittal will be needed to maintain the Contract Schedule.

1. Within 5 days after the Notice to Proceed, Contractor shall identify to Owner's Representative those specific submittals which are critical to the anticipated sequence/flow of work and require an expedited Owner's Representative review/approval as part of its Initial Material Procurement Schedule submittal. Contractor shall identify any other critical submittals within 7 days of making its Initial Material Procurement Schedule submittal. Owner's Representative will coordinate with Contractor to expedite those submittals reviews so identified (subject to verification by Owner's Representative) in less than 10 days. However, if Contractor requests an expedited submittal turnaround after this aggregate 12- day period of "Critical Submittal Notification" Owner's Representative reserves the right to reject such request if its resource commitments do not allow (since it will be allocating such resources based on the extent of submittals so identified by contractor in that 12-day period).

C. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents shall not be relieved by Owner's Representative's review of submittals.

D. Contractor's responsibility for any unauthorized deviations from requirements of Contract Documents made in submittals is not relieved by Owner's Representative's review of submittals.

E. Do not begin work that requires submittals until submittals have been returned with Owner's Representative's (or consultant's) stamp and initials or signature indicating review and disposition.

F. After Owner's Representative's review and return, promptly distribute copies to all affected parties.

G. Notify Owner's Representative in writing of proposed deviations from requirements of Contract Documents at time submittals are made.

1. A "deviation" shall be construed to mean a minor change to the sequence indicated on Drawings or specified.
   a. Deviation shall not be construed to mean substitutions or product options.
2. In addition to notifying Owner's Representative in writing of deviations, circle deviations

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on shop drawings.

3. The failure of the Contractor to clearly denote deviations within a submittal in writing on company stationery (not a transmittal), and subsequently not addressed in the Engineer/Architect's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at no additional cost to the Owner.

H. The Owner's Representative may require submittals for other shop drawings or procedures.

1.11 SUBMITTAL REQUIREMENTS

A. Accompany submittals with transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Description of data contained in submittals.
5. Listing of all letters containing description of deviations from Contract Documents.
6. Other pertinent data.
7. Appropriate identification ("flagging") for the following occurrences:
   a. Deviations, with separate, accompanying detailed description of proposed deviation including corresponding changes in Contract Sum, Contract Time, or Construction Schedule Milestones.
   b. Submittals requiring expedited or urgent review and return, or not in conformance with specified submittal requirements.
   c. Substitutions, where same have been approved in accordance with Section 01630.

B. Each submittal shall be packaged separately and covered by a separately, single-subject transmittal letter. Do not combine multiple submittals in a single package or transmittal letter.

C. Submittals shall include:

1. Date and revision dates.
2. Project title and number.
3. Number identification (i.e., submittal number) on every sheet, page or item, as applicable.
4. The names of: Owner's Representative, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer when appropriate or pertinent.
5. Identification of product or materials on every sheet, page or item, as applicable.
6. Relationship of product to adjacent structure, utilities, services or materials.
7. Clearly identified field dimensions, when known.
8. Specification Section number and paragraph(s), and/or drawing references to which it pertains.
9. Applicable standards, such as ASTM and others.
10. A blank space, 4 in. x 3 in., for Owner's Representative's stamp.
11. Identification and description of deviations from Contract Documents.
12. Request for selection of colors, patterns, and textures for materials contained in submittals.
    NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner's Representative.
13. Contractor's stamp, initialed or signed, certifying review of submittal, compliance with Contract Documents, and verification of field measurements when applicable. Additionally, material certifications, as required by Specifications, shall be notarized. Contractor's stamp shall read "This submittal has been reviewed for conformance to

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Drawings and Specifications."

D. Contractor shall make submittals as indicated in the flow chart provided at the end of this section.

1.12 RESUBMITTAL REQUIREMENTS

A. Shop drawings and coordination drawings:

1. Review drawings and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
2. Indicate on drawings all changes that have been made since the initial submittal using a "cloud" and a "delta" revision symbol. Make notation of revision in title block.
3. Further indicate on drawings, distinct from the changes requested by Owner's Representative, all changes which have been made which are different than those requested by Owner's Representative.

B. Product data, samples and other submittals: Submit new data and samples in accord with same criteria required for initial submittals.

1. Review submittals and indicate revision date as required, and resubmit as specified for initial submittal. Indicate clearly on transmittal letter that item is a re-submittal.
2. Indicate on submittals all changes, which have been made since the initial submittal using a "cloud" and a "delta" revision symbol.
3. Further indicate on submittals, distinct from the changes requested by Owner's Representative, all changes which have been made which are different than those requested by Owner's Representative.

1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of shop drawings and product data, which carry Owner's Representative's stamp to:

1. Contractor's file, job site file, and product record documents file.
2. Subcontractor's, suppliers, and fabricators as appropriate.

B. Distribute samples as directed.

1.14 OWNER'S REPRESENTATIVE'S RESPONSIBILITIES

A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.

1. Attention is directed to the fact that Owner's Representative's and Architect/Engineer's review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner's Representative for correctness of dimensions, details, quantities, procedures shown on shop drawings, or submittals.
2. Omission in shop drawings of materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve Contractor from responsibility for providing such materials. Contractor is responsible for accuracy, dimensions, quantities, strength of connections, coordination with various trades, and conformance to project requirements.
3. Review of a separate or specified item does not necessarily constitute acceptance of an assembly in which item functions.

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B. Furnish materials selections, and selection or approval of each and every item of color, pattern, and texture of materials contained in the project.

C. Affix stamp and initials or signature acknowledging review of submittal as follows:

1. NO EXCEPTIONS TAKEN. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
3. MAKE CORRECTIONS NOTED AND RESUBMIT. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "MAKE CORRECTIONS NOTED AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT. "
4. REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS. (Re-submittal of submittals shall be made within 14 days.) If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - RESUBMIT IN ACCORDANCE WITH CONTRACT DOCUMENTS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED. DO NOT RESUBMIT."
5. Void.
6. Not reviewed (record only).

D. Return submittals to Contractor for distribution.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01330

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SECTION 01340
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. ***Submit shop drawings, product data, samples and other items as required by respective Specification Sections.***

B. Compile and submit maintenance manual data.

1.02 SCHEDULE OF VALUES

A. Submit a trade payment breakdown for all Work. List each category of work separated as to labor and materials for the total value of each trade, main element and cost center (as defined by Owner); sum total of which shall be equal to the Contract Price.

B. Refer to Section 01370 for additional requirements.

1.03 SHOP DRAWINGS

A. Submit original drawings prepared by Contractor, subcontractor, supplier or distributor, which illustrates portions of the work, including but not limited to fabrication, layout, setting or erection details to Owner's Representative for review and approval.

B. Cross reference shop drawings to Contract Drawings and Specifications and detail all work included. Indicated dimensions, materials, fastening, anchorages, joining, sealing, backing, utility requirements, rough-in, and adjacent related conditions. Coordinate submittals of related items.

C. Identify the "Project Name" on each shop drawing.

1.04 PRODUCT OR CATALOG DATA

A. Submit manufacturer's standard drawings modified to delete non-applicable data or include applicable data.

B. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data.

1. Mark each copy to identify pertinent materials, products or models.
2. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
3. For each item to be furnished, indicate on each catalog sheet, brochure, diagram chart, or other descriptive data the applicable referenced Specification Section number and Paragraph.

1.05 SAMPLES AND MOCK-UP

A. Submit physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work will be judged.

1. Office samples of sufficient size and quantity to clearly illustrate:

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a) Functional characteristics of product or material, with integral related parts and attachment devices.
b) Full range of color samples.

2. Field samples and mock-ups:
   a) Erect at job site at location acceptable to Owner.
   b) Construct each sample or mock-up complete, including work of all trades required in finished work.

1.06 MANUFACTURER'S CERTIFICATES

A. Submit three (3) copies of certificates in accordance with requirements of individual Specification Sections.

1.07 SUBMITTAL REQUIREMENTS/PROCEDURES

A. Within five (5) calendar days after award of Contract, submit a list of shop drawings by Specification Section, and include a list of dates submittals are expected to be made.

Within ten (10) calendar days the Contractor shall submit ALL submittals to the Owner's Representative for approval.

B. Deliver submittals at established times before the dates that approved submittals will be needed.

1. Verify with the Owner's Representative required timing and dates.

C. Procedure for submittals, including number and types of copies for shop drawings, catalog cuts, certifications and samples shall be as indicated on flow charts provided by Owner's Representative.

D. Contractor must have reviewed and stamped submittals that are furnished to them by their subcontractors or materials suppliers **PRIOR TO** submitting them to the Owner's Representative.

E. In addition to the usual, or normal, shop drawings, submit the following for approval when requested:

1. Sequence of operations
2. Safety and Hazard Communications program
3. Fire protection program
4. Weather protection program
5. Site drainage and erosion control plan
6. Maintenance of traffic plan

F. Owner may require submittals for other shop drawings or procedures.

G. Accompany submittals with a cover letter in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Description of data contained in submittals.
5. Listing of any letters containing description of deviations from Contact Documents.
6. Other pertinent data.

H. Submittals shall include:

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1. Date and revision dates.
2. Project title and number.
3. The names of: Owner, Owner's consultants, Contractor, subcontractor, supplier, manufacturer, and separate detailer, when appropriate or pertinent.
4. Identification of product or materials.
5. Relationship of product to adjacent structure or materials.
6. Clearly identified field dimension, when known.
7. Specification Section number or numbers.
8. Applicable standard, such as ASTM or other.
9. A blank space, 4 inches x 2 inches, for the Owner's Representative's (or consultant's) stamp.
10. Identification and description of deviations from Contract Documents.
11. Request for selection of colors, patterns, textures for materials contained in submittals.
    NOTE: Provide each and every item of finish, including color, pattern and texture as selected or approved by Owner.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, compliance with Contract Documents, and verification of field measurements when applicable.

I. Number of copies of submittals

1. Contractor will submit an electronic copy to the Owner's Representative for review. Electronic approval will be sent back to the Contractor for his use.

J. Number of samples

1. Three (3) samples of each sample will be submitted to the Owner for review. The actual samples will not be returned to the Contractor, but the results of the review will be transmitted.

1.08 RESUBMITTAL REQUIREMENTS

A. Shop drawings:

1. Review drawings, indicate revision date as required, and resubmit as specified for initial submittal.
2. Indicate changes on drawings which have been made other than those requested by Owner.

B. Product data and samples: Submit new data and samples as required for first submittals.

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of shop drawings and product data which carry Owner's stamp to:

1. Contractor's file, job site file, and product record documents file.
2. Contractor's subcontractors, suppliers, and fabricators as appropriate.
3. Other prime contractors.

B. Distribute samples as directed.

1.10 CONTRACTOR'S RESPONSIBILITIES

A. Review shop drawings, product data and samples prior to submission to Owner's Representative.

B. Verify field measurements, field construction criteria, catalog numbers, and similar data.

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C. Coordinate each submittal with work of the project and Contract Documents.

D. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents is not relieved by Owner's review of submittals.

E. Contractor's responsibility for deviations in submittals from Contract Document requirements is not relieved by Owner's review of submittals, unless Owner gives written approval of specific deviations.

F. Notify Owner's Representative, **in writing,** of deviations from requirements of Contract Documents at time submittals are made.

1. A 'deviation' shall be construed to mean a minor change to the items or sequence indicated on the Drawings or in the Specifications.
   a) A 'deviation' is not intended to allow substitutions or product options.
2. In addition to notifying Owner's Representative in writing of deviations, circle deviations on shop drawings.
3. The failure of the Contractor to clearly denote deviations within a submittal **IN WRITING ON COMPANY STATIONARY (NOT A TRANSMITTAL)**, and subsequently is not addressed in the Engineer-of-Record's review of the submittal, and thereby installed by the Contractor, may constitute the removal of the applicable work item(s) and replacement in accordance with the Contract Documents at **NO ADDITIONAL COST TO THE OWNER**.

G. Do not begin any work which requires submittals until submittals have been returned with the Owner's Representative's (or consultant's) stamp and initials or signature indicating review and approval.

H. After Owner's Representative's review, distribute copies.

1.11 OWNER'S RESPONSIBILITIES

A. Review submittals with reasonable promptness on basis of design concept of project and information contained in Contract Documents.

1. Attention is directed to the fact that Owner's Representative's review is only to check for general conformance with the design concept of the project and general compliance with Contract Documents. No responsibility is assumed by Owner for correctness of dimensions, details, quantities, procedures shown on shop drawings or submittals.
2. Omission in shop drawings of any materials indicated in Contract Drawings, mentioned in Specifications, or required for proper execution and completion of Work, does not relieve the Contractor from responsibility for providing such materials as indicated in Contract Documents.
3. Approval of a separate or specified item does not necessarily constitute approval of an assembly in which item functions.

B. Furnish materials selections, and selection or approval of each and every item of color, pattern and texture of materials contained in the project.

C. Affix stamp and initials or signature acknowledging review of submittal as follows:

1. Approved as drawn.
2. Approved as noted.
3. Approved as corrected. Resubmit.

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4. Not approved or Rejected. Resubmit.

D. Return submittals to Contractor for distribution.

END OF SECTION 01340

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SECTION 01370
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Submit to the Owner's Representative two (2) Schedule of Values for each major and/or minor element of work, main element, or cost center, wherein all schedule of value components will total the Contract Sum.

1. The Owner's Representative will provide format for submittal of Schedule of Values.

B. Payment requests will not be approved until the Schedule of Values is found acceptable to the Owner and the Owner's Representative.

C. Upon request by the Owner's Representative, support values in Schedule of Values with data that will substantiate their correctness.

D. Schedule of Values is intended to be used only as a basis for Contractor's application for payment.

E. Include with Schedule of Values a listing of quantities of designated materials.

F. The Contractor's monthly schedule is to be submitted with the application for payment. The Application for Payment **will not** be processed until the schedule update is received.

1.02 FORM OF SUBMITTAL

A. Except as directed otherwise by the Owner's Representative, use Table of Contents of Specifications as basis for format for listing cost for work under Division Nos. 1 through 16.

B. Identify each line with number and title as listed in Table of Contents of Specifications.

C. The Schedule of Values shall incorporate the cost center codes and funding sources provided by the Owner. Pay applications must reflect these cost codes and funding source splits.

1.03 PREPARING SCHEDULE

A. Itemize separate line item cost for each of following general cost items:

1. Permits and fees.
2. Performance and payment bonds.
3. Field coordination: Supervision and layout, including engineering.
4. Temporary construction facilities.
5. Mobilization and demobilization.
6. Project Management
7. Record Drawings.
   a. The Contractor will be required to divide up the Schedule of Values item on a monthly basis for payment of this work after monthly submittal and review. (See Section 01720 - Project Record Documents.)
8. Monthly schedule updates.
9. Submittals and Shop Drawings.

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10. Daily Reporting.

B. Itemize separate line cost for work required by each Section of Specification broken down as required by the Owner's Representative for segments of the Project by ramps, bridges, etc.

C. Breakdown costs to indicate:

1. Delivered cost of product, with taxes paid.
2. Total installed cost, with overhead and profit.
3. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
4. Submit separate Schedule of Values for costs involved with Owner-furnished products.

1.04 STORED MATERIALS

A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at job site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.

B. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

1.05 REVIEW AND RESUBMITTAL

After review by Owner's Representative, revise and resubmit schedule (and stored materials) as required.

END OF SECTION 01370

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SECTION 01410
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 APPLICABLE REGULATIONS

A. Comply with the latest edition of the Epcot Codes, (www.state.fl.us/rcid).

1. Epcot Building Code
2. Epcot Mechanical Code
3. Epcot Gas Code
4. Epcot Plumbing Code
5. Epcot Electrical Code
6. Epcot Fire Prevention Code
7. Epcot Energy Efficiency Code
8. Epcot Accessibility Code

B. Comply with the provisions of the following statutes, codes, rules & regulations:

1. Florida Thermal Efficiency Code (Florida Statute 553.900).
2. Florida Lighting Efficiency Code (Florida Statute 553.89).
3. Florida Americans With Disabilities Accessibility Implementation Act (Florida Statute Sections 553.501-553.513), as enacted Oct. 1, 1997.
4. Orange County Health Department: Chapter 10 - Florida Rules and Regulations.
5. Florida Administrative Code Chapter 10
6. South Florida Water Management District Regulations.
7. Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62-1 through 62-814.
8. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) water quality parameters.
9. RCID Policies and Procedures for Metering, Cross Connections, Backflow Prevention, and Reclaimed Water
10. RCID Utility Specifications and Construction Standards
11. RCES Electrical Construction Specifications
12. RCID HPG/MPG Natural Gas New Construction Standards

END OF SECTION 01410

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SECTION 01420
REFERENCES

PART 1 – GENERAL

1.01 ABBREVIATIONS AND SYMBOLS

A. The abbreviations and symbols used on Drawings will be identified and defined in the abbreviations and symbols lists found in the 100 Series Drawings.

B. The abbreviations and symbols used in the Specifications will be the standard abbreviations and symbols used in commerce, or the standard abbreviations and symbols of the engineering discipline in which found.

1.02 REFERENCE STANDARDS AND SPECIFICATIONS

A. All work shall be performed in accordance with all Articles of the Reedy Creek Improvement District General Conditions of the Contract for Construction.

B. For compliance with laws, see the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 5.6.

C. Perform work in accordance with latest installation and manufacturing practices. Conform to the "Manual of Accident Prevention in Construction" by The Associated General Contractors of America, Inc.

D. Unless specifically noted to the contrary, conform with and test in accordance the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 5.7.

E. For standards conflicts, see the Reedy Creek Improvement District General Conditions of the Contract for Construction, Section 2.1.3.

F. In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for “should,” “could” or “may,” wherever they appear. Interpret references in these publications to the “authority having jurisdiction,” the “Building Official,” the “Structural Engineer,” the “Architect/Engineer” or words of similar meaning, to mean the Owner.

G. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.

H. Unless directed otherwise, comply with referenced standards and specifications' latest revision in effect at the time Contract is executed, unless otherwise identified by date.

1. Exception: Comply with issues in effect as listed in governing legal requirements.

I. Refer to Construction Specifications Institute, "Sources of Construction Information", TD-2-5, for the various organizations or references which may appear in the Specifications, along with their respective acronyms.

J. Specifications may contain references in addition to those listed therein. Please notify Owner’s Representative if references are encountered which are not listed.

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1.03 USE OF REFERENCE STANDARDS AND SPECIFICATIONS

A. Any work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to or surpass the minimum standards of quality for the materials and workmanship established by the designated standard or specification.

B. Where such reference standards are so specified, all products and workmanship shall also conform to the additional prescriptive or performance requirements included within the contract documents to establish a higher or more stringent standard of quality than that required by the reference standard.

C. Where the specific date of issue of the reference standard is not included in the specifications with the reference to the standard, the latest edition, including all amendments published and available at the time of publication of the invitation to bid, shall apply.

D. Where two or more standards are specified to establish product, material or workmanship quality, the product, material and workmanship shall conform to or surpass the most stringent of the standards.

E. Where there is conflict between referenced standards, the more stringent of the standards shall apply.

F. Where the contract documents specifies both a standard and a brand name for a product, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. the listing of a brand or trade name in the specifications shall not be construed as a warranty, guaranteeing that the named product, material or workmanship is in conformance with the reference standard.

G. COPIES OF REFERENCE STANDARDS:

1. Copies of applicable referenced standards are not included in this contract document.
2. Where copies of the referenced standards are required by the contractor for superintending and quality control of the work, it shall be the responsibility of the contractor to obtain a copy or copies of the standard directly from the publication source and to maintain the standards in an orderly manner at the job site. The standards shall be available to the contractor's personnel, subcontractors, owner, engineer and representatives of the serving utility at all times.

1.04 APPLICABLE CODES & STANDARDS

A. The codes and standards listed in this section shall apply for all labor and material furnished under this specification.

B. The list includes, but shall not be limited to, the following:

1. American Concrete Institute (ACI)
2. American Institute of Steel Construction (AISC)
3. American Iron and Steel Institute (AISI)
4. American National Standards Institute (ANSI)
5. American Society of Testing and Materials (ASTM)
6. American Water Works Association (AWWA)
7. American Welding Society (AWS)
8. Architectural Barriers

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9. Association of Edison Illuminating Companies (AEIC)
10. Certified Ballast Manufacturers (CBM)
11. Chain Link Fence Manufacturers' Institute
12. Edison Electrical Institute (EEI)
13. Electrical Testing Laboratory (ETL)
14. Federal Department of Transportation (Federal DOT)
15. Federal Specifications (FS)
16. Florida Department of Transportation (Florida DOT)
17. Florida Lighting Efficiency Code
18. Florida Thermal Efficiency Code
19. Florida Trenching and Safety Act
20. Institute of Electrical and Electronics Engineers (IEEE)
21. Instrument Society of America (ISA)
22. Insulated Cable Engineers Association (ICEA)
23. National Bureau of Testing Standards
24. National Fire Protection Association (NFPA)
25. National Electrical Code (NEC)
26. National Electrical Manufacturers' Association (NEMA)
27. National Electrical Safety Code (NESC)
28. National Electrical Testing Association (NETA)
29. Occupational Safety and Health Act (OSHA)
30. Steel Door Institute (SDI)
31. Steel Structures Painting Council (SSPC)
32. Underwriter's Laboratories (UL)
33. Uniform Building Code (UBC)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01420

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SECTION 01430
SOILS INVESTIGATION

PART 1 - GENERAL

1.01 SOILS INFORMATION

A. The Geotechnical investigation report has been generated by Professional Service Industries, Inc. (PSI) for the site development. The Geotechnical investigation report included as an attachment.

B. All soils investigation information was obtained only for Owner's use in design, and is not included as part of the Contract Documents.

C. Additional Investigation

1. Contractor shall visit the site and acquaint itself with the site conditions.
2. Prior to bidding, Contractor may make its own subsurface investigations and make its own determination regarding subsurface conditions.
3. Contractors are invited to conduct check surveys prior to bidding. No claim for additional compensation will be allowed due to difference in elevations encountered after Contract Award.

END OF SECTION 01430

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SECTION 01440
QUALITY ASSURANCE & QUALITY CONTROL

PART 1 – GENERAL

1.01 CONTRACTOR'S QUALITY CONTROL PROGRAM

A. Establish and maintain a quality control program for all items of work, including the work of Subcontractors, to ensure the Work conforms to all requirements of the Contract Documents.

B. Owner may require Contractor to submit a quality control plan ("QC Plan") to Owner/Owner's Representative for review and acceptance, which shall address work of Contractor and its Subcontractors and include, at a minimum: Quality Assurance & Quality Control

1. Contractor's quality control staff organization chart, including:
   a. Identification of proposed quality control staff members (who shall be subject to Owner/Owner's Representative's approval);
   b. Identification of the responsibilities of each member of the quality control staff; and
   c. Listing of all independent organizations or entities proposed for use by Contractor, including, without limitation, testing laboratories and consultants; the qualifications and services to be performed by these outside organizations.
2. Description of documentation and reporting procedures.
   a. Submit weekly reports to Owner/Owner's Representative indicating, at a minimum, inspections performed, testing methods used and results thereof and any nonconforming items of work (with an explanation for the cause of nonconformance, proposed remedial action and corrective action taken for each nonconformance).
   b. Describe the method that will be used to document quality control operation, inspection and testing (where performed by Contractor).
   c. Provide examples of all forms, reports and submittal status log.
3. Description of quality control implementation procedures.
   a. Material selection procedures.
   b. Procedures for the review of shop drawings, samples and other submittals, including the name(s) of the person(s) authorized to sign submittals for Contractor before submittal to Owner/Owner's Representative.
   c. Control procedures for construction materials delivered to Job Site.
   d. Supervision and control procedures for work carried out on-site.
   e. Inspection and test procedures (for all specified tests, start-up operations, or special inspections required by regulatory agencies), identifying the procedures by trade, indicating what tests will be done, when such testing will take place, and by whom (including those tests performed by Owner's testing agency in accord with Section 01455).
   f. Monitoring of any prefabricated elements whether on-site or off-site.
   g. Sign-off procedures as the Work or each portion thereof is completed.
4. Description of procedures for addressing and remedying completed or installed work that does not conform to the requirements of the Contract Documents.
   a. Define actions that will be required by Contractor.
   b. Define actions that will be required by Owner.
5. Definition of Contractor's quality control objectives and enumeration of any "project-specific" or special quality control concerns.

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C. Contractor's on-site supervisory staff shall function as the quality control staff, and such staff shall review all items of work to ensure compliance with the requirements of the Contract Documents.

D. Owner or its representative (which may be the Architect/Engineer or other such qualified entity as Owner may elect to employ for such purpose) will periodically review the Work in progress for compliance with the Contract Documents, and will present reports of such reviews to Contractor for corrective action as required.

1. Neither the performance nor absence of performance of such reviews by Owner or its representative(s) shall relieve Contractor of its complete responsibility for quality control and ensuring conformance to the requirements of the Contract Documents.
2. Contractor shall prepare and provide any additional information reasonably requested by Owner/Owner's Representative pertaining to the quality and performance of materials, methods and construction practices used by Contractor in performance of the Work.

E. Ensure that appropriate facilities, instruments and devices required for implementation of Contractor's approved QC Plan are available on site as required.

1.02 CONTRACTOR'S REQUIRED QUALITY ASSURANCE MEASURES

A. Implement the accepted QC Plan, integrating same into all supervision, Subcontractors' and suppliers' work, manufacturing, services and work to ensure performance of the Work in accord with the requirements of the Contract Documents.

B. Workmanship: Provide suitably qualified personnel to produce work of specified quality at all times, and enforce exclusion of personnel from performing operations for which they are unqualified by lack of certification, registration, or demonstrated inability.

C. The Work shall be considered "custom construction" and completed in accord with the highest applicable standard of workmanship by all trades, and shall not be considered "standard commercial construction" unless explicitly shown or specified as such elsewhere in the Contract Documents.

D. Covering of work: Complete and submit a "pre-cover sign-off sheet" to Owner/Owner's Representative before the concealing of any work.

1. The sign-off sheet shall include certification, signed and dated by Contractor and the subcontractor(s), that the work has been installed in compliance with the Contract Documents and that the work has been reviewed and approved as required by applicable testing and jurisdictional authorities.
2. Such sign-off sheet shall be submitted to allow adequate time for Owner/Owner's Representative to inspect the work before concealment.
   a. Provide notice to Owner/Owner's Representative's testing agency as specified in Section 01455 for testing or inspections specified to be performed by it.
   b. Provide minimum of 24 hours (1 working day) notice for any other procedures or installations.
3. Afford Owner or its representative's full access to work to be observed or inspected, including any required accommodations such as hoisting, planking, or lighting.
4. If after Contractor's having made proper and timely notice Owner/Owner's Representative should elect not to avail itself of the opportunity to inspect or observe an item of work, Contractor may proceed with covering of that work without further notice to Owner/Owner's Representative. Complete responsibility for performing all work in accord with requirements of the Contract Documents shall remain with Contractor in such event,

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and any such "unobserved" work later found to be nonconforming shall be remedied to Owner/Owner's Representative's satisfaction at no additional cost to Owner.

5. Covering of work without providing Owner/Owner's Representative sufficient prior opportunity to review same shall be grounds for Owner/Owner's Representative to direct Contractor to uncover, correct (as required) and reinstall such work at no additional cost to Owner.

E. Aesthetic inspections or observations by Owner/Owner's Representative: Complete and submit an "acceptance sign-off sheet" to Owner/Owner's Representative with a minimum of 48 hours (2 working days) notice for any procedures or installations which require inspection of an aesthetic or artistic nature.

1. Contractor shall not proceed with procedures and installations for which an inspection of an aesthetic nature is required absent Owner/Owner's Representative's receipt and approval of the acceptance sign- off sheet.

F. Cable Splicer/Terminator Qualifications

1. Each cable splicer/terminator shall be approved and qualified by RCES in the splicing and terminating of Kerite high and medium voltage cables.
2. Each cable splicer/terminator shall have five or more years recent, verifiable experience splicing and terminating Kerite high and medium voltage cables.
3. In addition, the cable splicer/terminator may be required to make an approved dummy or practice splice/termination in the presence of the Owner/Owner's Representative in accordance with the cable manufacturer's instructions before being approved as a qualified cable splicer.
4. The Owner/Owner's Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate cable splicer/terminator.

G. Exothermic Welder Qualifications

1. Welders shall be previously qualified (within the past twelve months) by passing the tests prescribed in the AWS Standard Qualification Procedure or by passing such other tests as the Owner/Owner's Representative may accept.
2. Welders, welding operators and tackers shall be qualified in accordance with the requirements of AWS D1.1.
3. Submit two certified copies of the qualification records to the Owner/Owner's Representative as evidence of qualification to the above-mentioned code.
4. Each welder shall have two or more year's recent, verifiable experience in performing exothermic welding.
5. In addition, the welder may be required to make an approved dummy or practice weld in the presence of the Owner/Owner's Representative in accordance with the weld manufacturer's instructions before being approved as a qualified welder.
6. The Owner/Owner's Representative reserves the right to require additional proof of competency or to reject the individual and call for certification of an alternate welder.

H. Lightning Protection System Installer Qualifications

1. The Contractor must provide documentation that each installer has been certified with at least five years of recent experience in installing lightning protection systems.
2. The Owner/Owner's Representative reserves the right to require additional proof of

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competency or to reject the individual and call for certification of an alternate lightning protection system installer.

1.03 MANUFACTURER'S INSTRUCTIONS

A. Where required by Specifications, submit manufacturer's printed instructions in the quantity required for product dates, delivery, handling, storage, assembly, installation, start-up, adjusting, balancing, and finishing as applicable.

B. Contractor shall comply with manufacturer's instructions in fullest detail, including performance of each step of assembly or installation in exact sequence. Should manufacturer's instructions conflict with Contract Documents in any manner, request immediate clarification from Owner/Owner's Representative before proceeding with the operation in question.

1.04 MINIMUM CONSTRUCTION TOLERANCES AND REQUIREMENTS

A. Where stricter standards or tolerances are specified elsewhere in the Specifications or in references specified in the Specifications, such stricter standards or tolerances shall take precedence over the standards and tolerances enumerated herein.

B. Construct and install all parts of the Work level, plumb, square and in correct position unless explicitly shown or specified otherwise.

1. No part shall be out of plumb, level, square or correct position so as to impair the proper functioning of the part or the Work, in the sole determination of Owner/Owner's Representative.
2. The following tolerances shall apply to plane surfaces:
    a. No point in the plane surface shall be out of correct position by more than 1/8 in.
    b. No straight-line tangent to the plane surface shall vary from the plane surface by more than 1/8 in. in 10 ft. (non-cumulative).

C. Make all joints tightly and neatly.

1. Only apply moldings, sealant, or other joint treatment with explicit permission of Owner/Owner's Representative unless it is explicitly so specified or shown.

D. Provide galvanic insulation between dissimilar metals that are not adjacent on the standard galvanic scale.

E. Fasteners and fastening:

1. All fasteners used by all trades in exterior applications and elsewhere where dampness or corrosion can reasonably be anticipated shall be corrosion-resistant.
    a. Fasteners for carpentry in exterior applications or in potentially damp locations shall be stainless steel, aluminum, or double hot-dip galvanized steel.
    b. Fasteners for other materials in exterior applications, in cellars and crawl spaces, embedded in exterior walls, at or above the roof, and other places where dampness and corrosion can reasonably be anticipated shall be one of the types specified below (as applicable).
2. Fasteners for copper, brass and bronze in all locations and under all conditions shall be copper, brass, or bronze, respectively.
3. Fasteners for stainless steel in all locations and under all conditions shall be stainless steel.

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4. Fasteners for aluminum shall be stainless steel or aluminum where exposed to view, and stainless steel, aluminum or double hot-dip galvanized steel where not exposed to view.
5. Fasteners for ferrous metals in all locations and under all conditions shall be galvanized or stainless steel.
6. If corrosion-resistant fasteners are not available for a given application, notify Owner/Owner's Representative for direction regarding alternative corrosion protection methods.

F. Apply protective finish to parts of the Work before concealing parts (i.e., paint door tops and bottoms before hanging doors, paint degradable mounting plates before installing other parts over them, etc.).

1. Unless specified otherwise, paint concealed materials and products with same primer and finish specified for exposed surfaces. If concealed materials are fully covered, primer alone is sufficient unless specified otherwise.
2. Concealed products that are already corrosion-protected need not be protected further unless specified otherwise.
3. Refer to individual Specification Sections for additional protective finishes or coatings requirements.

G. Manufacturers, subcontractors, and workers shall be experienced and skillful in performing the work assigned to them.

H. Verify critical dimensions in the field before fabricating items, which must fit adjoining construction.

I. Where accessories are required in order to install parts of the Work in usable form, provide such accessories even where not explicitly specified or shown.

J. Whenever possible, accessories shall be manufactured by the same manufacturer as the larger part or device for which they are to be used.

K. Adjust and test operation of all items of equipment, leaving them fully ready for use (refer to Section 01660 for mechanical and electronic equipment start-up restrictions).

1.05 GENERAL WORK REQUIREMENTS

A. Seal all cracks and openings to make exterior skin of buildings tight to water and air entry, as specified.

B. Provide adequate blocking, bracing, nailers, fastenings, and other supports to install parts of the Work securely.

1. Blocking, bracing, nailers, fastenings, and other supports shall be of a type not subject to deterioration or weakening as the result of environmental conditions or aging.
2. Secure any objects suspended directly overhead in accessible areas (or suspended over adjacent areas where a falling object can rebound into an accessible area) such that each suspended object has complete redundancy of adequate support connected to the structure of the building.

C. Provide bases, pads, inserts, blockouts, and other miscellaneous supporting structures as required for all portions of the Work, even where it may not be explicitly indicated but is nonetheless required for a complete or proper installation.

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PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01440

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SECTION 01455
TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.01 TESTING AND INSPECTING SERVICES

A. General:

1. In reference to Subparagraph 5.7.2. of the General Conditions of the Contract for Construction, Owner will employ, and pay for services of an independent testing laboratory to perform specified services.
2. Employment of testing laboratory by Owner shall not, in any way, relieve Contractor of its obligation to perform work in accord with Contract requirements.
3. Contractor shall pay all costs for tests failed and retesting required because of failures due to defective work or materials, as well as charges related to standby and/or remobilization.
4. Costs for testing of materials or procedures that are deviations or substitutions from Contract provisions shall be borne by Contractor if the tests are conducted to determine the acceptability of the proposed deviations or substitutions.
5. Review or inspection (or failure to do so) by Owner’s Representative or Owner's authorized testing agency of Contractor's materials and/or Work constitutes neither acceptance on Owner's part nor waiver of Owner's right to future review or inspection.

B. Purpose: Independent testing laboratory services are required to provide unbiased quality control information necessary to protect the interests of Owner and to furnish such technical abilities as may be of benefit to the project.

C. Extent of laboratory services:

1. Cooperate with Owner’s Representative and Contractor. Provide qualified personnel promptly on notice.
2. Perform specified tests, and additional tests which may be necessary. Refer to individual Specifications Sections for required tests and inspections.
   a. Comply with specified standards insofar as they apply to the Work.
   b. Ascertain compliance with requirements of Contract Documents.
3. Promptly notify Owner’s Representative and Contractor of noncompliance, irregularities, or deficiencies in the Work which are observed during performance of services.
4. Conduct inspections and tests and provide reports as soon as possible so as not to delay the Work.
   a. Make an accurate written report of all tests and inspections, and deliver same to Owner’s Representative. As a minimum, unless directed otherwise, a written report shall be prepared for all tests and inspections, or in some instances, series of tests and inspections.
   b. In addition to submitting copies to Owner’s Representative, submit copies to Contractor, Structural Engineer, to local building authorities as required by Codes and Ordinances, and to other parties as directed by Owner’s Representative in the instructions to the laboratory.
   c. Reports shall include: Date issued and date of test, project title and number, testing laboratory's name and address, name and signature of laboratory supervising engineer, inspector, date of inspection or test, record of temperature and weather, identification of product and project Specifications Section number, location in project, type of inspection or test, and comments regarding compliance with

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Contract Documents.

d. Perform additional services as may be required or ordered by Owner's Representative.

D. Testing laboratory is not authorized to:

1. Release, revoke, alter, or enlarge upon requirements of Contract Documents.
2. Approve or accept any portion of the work.
3. Perform any duties of Contractor.

E. Tests and inspections: Sampling, inspection, and testing shall include, but not necessarily be limited to, the following:

1. Soils for use in fills and backfills: Determine suitability.
2. Foundation bearings: Inspect and test.
3. In-place fills and backfills: Inspect and test.
4. Reinforcing steel: Inspect and test.
5. Concrete ingredients: Inspect and test.
6. Concrete quality control: Inspect and test.
7. Structural steel: Inspect and test.
8. Welding and structural bolting: Inspect and test.
9. Concrete unit masonry including veneer ties.
10. Fireproofing: Inspect and test.
11. Asphalt concrete; asphalt concrete base: Inspect and test.
12. Refer to individual Specifications Sections for additional specific testing requirements.

1.02 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel. Provide access to Work site, and to manufacturer's shops as may be required by laboratory personnel to perform inspecting, sampling, and testing services.

B. Notify laboratory sufficiently in advance of project need to allow for scheduling, assignment of personnel, inspecting, and testing (at least 48 hours).

C. Provide for laboratory sampling in required quantities, all representative samples of materials to be tested.

D. Furnish copies of all test reports and certifications which may be required by testing laboratory.

E. Furnish casual labor and facilities:

1. To provide access to work to be inspected and tested, facilitate inspections and tests, and to obtain and handle samples at the Job Site.
2. For laboratory's exclusive use for storage and curing of test samples.

F. Arrange with laboratory and pay for:

1. Additional inspections, samples, and tests required for Contractor's convenience.
2. Additional tests when initial tests indicate work does not comply with Contract requirements.

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G. Provide storage and protection of materials. Remove materials as necessary for inspections and tests, and replace same after inspections and tests have been performed by the laboratory.

END OF SECTION 01455

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SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Provide all construction facilities and temporary controls required for the Work of the project and maintain supervision of same.

B. Verify with the Owner's Representative and provide as required, the following items without additional cost to the Owner:

1. Temporary lighting required that would be in addition to that existing.
2. Power extension cords for tools and equipment.
3. Temporary field offices and storage sheds.
4. Temporary barriers and fences.
5. Temporary controls for noise, dust, water and erosion.
6. Temporary construction aids.
7. Temporary tree and plant protection.
8. Security, protection and safety signage.
9. Temporary sanitary facilities.
10. Temporary telephone service.
11. All additional construction facilities and temporary controls required by, and in accord with, legal requirements.

C. Provide all work and facilities in full accord with all authorities having jurisdiction, including but not limited to OSHA.

1. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner may prescribe.

D. With regard to required construction facilities and temporary controls, provide for the following:

1. Responsibility for initiating all safety measures including, but not limited to, all barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety devices of every kind required by Code, local utility company, or Owner.
2. Disconnecting and removal of all construction controls that are not part of permanent construction when and as directed by Owner, or at completion of Work.
3. Filing of all permits for construction with local authorities.
4. Payment of all fees as well as all inspection and supervision costs as may be levied by the utilities.
5. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
6. Maintenance of all of this Contractor's temporary work and facilities.
7. Required grubbing, excavation and backfill for this Contractor's construction facilities.
8. All barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety measures and devices of every kind required by Code, local utility company, or Owner.
9. Disconnecting and removing of all of this Contractor's temporary work not part of permanent construction when and as directed by the Owner's Representative.

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1.02 TEMPORARY SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL

A. Since no services will be available for temporary toilets, provide, maintain and remove when directed, portable chemical toilets for this Contractor's construction and office personnel.

B. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to approval of the Owner's Representative.

C. Maintain temporary toilets in a sanitary condition at all times, subject to approval of the Owner's Representative.

1.03 GENERAL ITEMS

A. Noise Control: "Whisperize" and muffle all equipment.

B. In general, make materials deliveries during normal working hours. Where special deliveries must be made at other times, request Owner approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.

C. Staging areas for delivery of materials and equipment will be at locations designated by Owner.

D. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner. Areas will be made available in accord with Owner's requirements.

E. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.

1. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
2. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.
3. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

1.04 CONTRACTOR ACCESS AND EGRESS

A. Truck hauling of materials for the Work will be in accordance with the Contract Documents, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION and the SPECIAL CONTRACT CONDITIONS.

END OF SECTION 01500

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SECTION 01560
EROSION CONTROL AND DEWATERING

PART 1 – GENERAL

1.01 Erosion Control

A. Refer to Contract Drawings and Bid Manual.

B. Refer to following list of documents attached with this section.

1. SWPPP: The Contractor shall prepare the Storm Water Pollution Prevention Plan utilizing the template forms published by Reedy Creek Improvement District Planning & Engineering Department. The Contractor shall submit a completed SWPPP to RCID Planning and Engineering for review and the Contractor shall make all modifications and refinements to the plan requested by RCID Planning and Engineering. The Contractor shall provide the erosion control devices required by the plan and shall maintain them in accordance with Section 01010 until the punchlist is certified to be complete. *Rev. October 3, 2019*
2. Turbidity Curtains: The Contractor shall provide turbidity curtains wherever required by its approved SWPPP
3. De-watering: The Contractor shall submit all information required by RCID Planning & Engineering at least 21 days prior to the commencement of any dewatering activities; and the Contractor shall not begin dewatering activities until RCID Planning and Engineering has approved the proposed activities. The list of Submittal Information required by RCID P&E for SFWMD follows this Section of the specifications.
    a. If any de-watering activity occurs adjacent to a wetland and extends longer than two weeks, then the Contractor shall provide an analysis engineered by a professional geotechnical engineer licensed to do business in the State of Florida that provides for wetland rehydration processes and monitoring. Further, the analysis shall consider the normal pool and seasonal high water elevations of any wetlands and surface waters adjacent to the proposed dewatering activities.

C. The Contractor shall apply for the NOI and pay the filing fee.

END OF SECTION 01560

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SECTION 01560A
RCID PLANNING & ENGINEERING SUBMITTAL INFORMATION REQUIRED FOR SFWMD DEWATERING PERMIT NOTIFICATION

The contractor shall submit the following information on company letterhead as part of their dewatering permit notification at least **21 days** prior to anticipated commencement of any dewatering activities. The contractor shall not begin dewatering until the Reedy Creek Improvement District has approved the proposed activity and an inspection of the system has been conducted.

1. Name of contractor;
2. Site location plan showing task specific dewatering locations (does not need to be on company letterhead);
3. Records that indicate the presence or absence of known areas of contamination within the project, and in adjacent areas that could be impacted if dewatering operations are performed. Also, if applicable, reasonable assurance that dewatering activities will not alter the contamination plumes movement or directions,
4. Proposed methods of construction;
5. Estimated pumping rates and duration of pumping;
6. Known volume to be discharged from vessels installed in the wet;
7. Estimated depth of drawdown;
8. Anticipated radius of the cone influence;
9. Proposed points of discharge;
10. Site water routing from excavation to stormwater retention area;
11. Proposed groundwater and surface water monitoring plans and turbidity monitoring plan;
12. Any other sites and tasks specific characteristics worthy of consideration;
13. Hydraulic information (i.e., normal pool and seasonal high water elevations) of any wetlands and surface waters within or adjacent to the proposed dewatering activities.

Along with the information above, weekly withdrawals will be submitted to Reedy Creek Improvement District every Monday for the previous week's dewatering.

Information shall be submitted through BIM360 for electronic review under the specific Project Folder, under Dewatering. Contractor shall notify Melissa Pulver and Katherine Luetzow via the Review Status form on BIM360. For BIM360 information, please contact RCID at 407-828-2250.

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Reedy Creek Improvement District Projects Master Dewatering Permit
Turbidity Monitoring Plan Requirements

Description: Monitoring requirements for dewatering discharge. Turbidity is expressed in nephelometric turbidity units (NTU).

Location:

(1) Background-
- Canals – 5 NTU
- Bay Lake/7 Seas Lagoon – 1 NTU
- Reedy Creek – 1 NTU
- Wetland – 1 NTU

(2) Compliance--Samples shall be taken at the discharge point from the construction activity, i.e. at the location where that construction activity discharges into the receiving canal, lake, creek or wetland, AND at a location a minimum of 200 feet downstream of the location when that construction activity discharges into a canal, lake, or creek AND at any additional sampling locations as specified in this Dewatering Plan drawing.

Frequency: Turbidity monitoring sampling shall be conducted twice daily, with at least a four-hour interval between sampling events, during all work authorized by this permit.

Duration: Monitoring shall begin on the first day of construction for all activities related to the proposed activities. Monitoring shall cease when all construction activities related to the proposed activities are completed. The monitoring data must demonstrate that turbidity 200 feet downstream of all proposed activities or in the downstream canal or wetland is less than or equal to 29 NTU's above natural background turbidity for a period of seven consecutive days after completion of construction.

Reporting: All monitoring data shall be submitted to the Reedy Creek Improvement District as shown on the attached "RCID Weekly Dewatering Report".

If monitoring reveals violations of the state water quality standard for turbidity, discharge from the construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

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RCID Weekly Dewatering Report Planning & Engineering Department
P.O. Box 10170, Lake Buena Vista, FL 33830
(407) 828-2250 Fax: (407) 828-2560

Project Name: _____
Pump# _____
Location: _____
Discharging to: _____

Day/Date	**Daily Meter Reading**	**Pump Shut off Reading***	**Daily Volume**	**Turbidity Readings (Twice daily minimum of 4 hours apart)**	
Previous Saturday Reading (if applicable)		***Only complete this column when turning pump off**		**Morning**	**Afternoon**
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Weekly Daily Volume Total					

Report each meter reading daily. If you are pumping continuously, please carry over the previous week's last meter reading to report accurate volumes. Please call RCID Compliance for questions 407-468-0366.

Note: Report/s for each pump used in dewatering must be submitted to RCID Planning & Engineering Department on the following Monday after pumping occurred and continue each Monday until pumping for the location has ended.

END OF SECTION 01560A

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SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 INTENT OF CONTRACT DOCUMENTS

A. Throughout the Contract Documents, products are referred to or identified by trade name or number, manufacturer's name or number, or in some like manner. When so identified, it is intended that the named product be provided. Any other product will be classified as a substitution.

B. The term "product" includes materials, systems and equipment.

C. It is the further intent of the Contract Documents that products be:

1. New and best of their respective kinds.
2. Furnished in ample quantities to facilitate proper and timely execution of the Work.
3. Of one manufacturer for each specific purpose, insofar as is practical.

1.02 CONTRACTOR'S PRODUCT OPTIONS

A. For products specified only by reference standards or performance characteristics, select any product meeting requirements, by any manufacturer. The Owner reserves the right, however, to exercise its prerogative in determining what is acceptable and what is not acceptable.

B. For products specified by naming several manufacturers, select product from list of manufacturers named.

C. For products specified by naming several manufacturers, but indicating the option of selecting equivalent products by stating "equivalent to" before specified product, submit request, as required for substitution, for any product not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option, and no substitution will be allowed.

1.03 SUBSTITUTIONS

A. Requests received for substitution will not be considered, except for the following conditions:

1. Product discontinued and no longer being manufactured.
2. Insufficient quantity, except the following shall not establish cause for substitutions.
   a. Failure to award a subcontract in sufficient time, or failure to place orders for products so as to insure delivery without delaying work.

B. Delays beyond control, such as strikes, lockouts, fires, storms, or other acts of God, which may delay the procurement and delivery of products may constitute sufficient grounds for other Contract changes, but will not necessarily be sufficient cause for allowing substitutions.

C. The Owner reserves the right to consider substitutions at any time during the progress of the Work when it would be in its best interests to do so.

D. Submit written request for substitution and include:

1. Complete data substantiating compliance of proposed substitution with Contract

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Documents.

2. For products, submit:
   a. Product identification: include manufacturer's name and address.
   b. Manufacturer's literature: Product description, performance and test data and reference standards.
   c. Samples, when appropriate.
   d. Name and address of similar projects on which product was used, and date of installation.

E. In making request for substitution, Contractor represents:

1. It has personally investigated proposed product or method, and determined that product is equal or superior in all respects to that specified.
2. It will provide the same Warranty for substitution as for product or method specified.
3. It will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
4. It waives all claims for additional costs related to substitution, which consequently becomes apparent.
   a. It will assume all additional cost of construction performed by other separate contractors to accommodate the accepted substitution.
5. Cost data is complete and includes all related costs under its Contract, including redesign by a State of Florida Registered Engineer.

F. Substitutions will not be considered if:

1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accord with Article 1.03 - Substitutions.
2. Acceptance will require substantial revision of Contract Documents.

END OF SECTION 01630

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SECTION 01640
PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1. DESCRIPTION OF REQUIREMENTS

A. Transport, deliver, handle, and store materials and equipment at the job site in such manner as to prevent damage, including damage which might result from the intrusions of foreign matter or moisture from any source.

1. In all cases, comply with:
   a. Material and equipment manufacturer's instructions regarding temperature limitations.
   b. Other environmental conditions which are required to maintain the original quality of the materials and equipment.

B. Maintain packaged materials in manufacturer's original containers with seals unbroken and labels intact until they are incorporated into the work.

1. Packaged material shall bear the name of the manufacturer, the product, including brand name, color, stock number and all other complete identifying information.
2. Packages showing indications of damage that may affect conditions of contents are not acceptable.

C. Remove all damaged or otherwise unsuitable materials and equipment promptly from the job site.

D. Locate storage piles, stacks or bins so as to avoid being disturbed. Provide barricades as required to protect storage from damage.

E. Protect all finished surfaces, through or over which materials and equipment are handled.

1. Maintain all finished surfaces clean, unmarred and suitably protected until occupied by Owner.

END OF SECTION 01640

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SECTION 01700
PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 SUBSTANTIAL COMPLETION

A. Contractor:

1. Submit written certification to Owner/Owner's Representative that project, or designated portion of project, is substantially complete.
2. Submit list of major items to be completed or corrected.

B. The Engineer/Architect and Owner/Owner's Representative will make a review of the work within 7 days after receipt of certification.

C. Should the Engineer/Architect or Owner/Owner's Representative consider that Work is substantially complete:

1. Prepare, and submit to Owner, a list of items to be completed or corrected, as determined by the review.
2. The Owner/Owner's Representative will prepare and issue a certificate of substantial completion, complete with signatures of Owner/Owner's Representative, Engineer/Architect, and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Owner/Owner's Representative.
3. Owner occupancy of project or designated portion of project:
   a. Contractor shall:
      (1) Obtain certificate of occupancy, if applicable
      (2) Perform final cleaning in accord with Section 01710.
   b. Owner shall occupy project or designated portion of project, under provisions stated in certificate of substantial completion.
4. Contractor: Complete work listed for completion or correction, within designated time.

D. Should the Owner/Owner's Representative or Engineer/Architect consider that Work is not substantially complete:

1. The Owner/Owner's Representative will notify Contractor, in writing, stating reasons.
2. Contractor: Complete Work and send second written notice to Owner/Owner's Representative, certifying that project, or designated portion of project, is substantially complete.

3. The Engineer/Architect and Owner/Owner's Representative will make a review of the Work within 7 days after receipt of certification.

1.02 FINAL REVIEW

A. Contractor shall submit written certification that:

1. Contract Documents have been reviewed.
2. Project has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in Owner's presence and are operational.
5. Project is completed, and ready for final review.

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B. The Engineer/Architect and/or Owner/Owner's Representative will make final review of the Work within 7 days after receipt of certification.

C. Should the Owner/Owner's Representative or Engineer/Architect determine that Work is finally complete in accord with requirements of the Contract Documents, it will request Contractor to make project closeout submittals.

D. Should the Owner/Owner's Representative or Engineer/Architect determine that Work is not finally complete:

1. The Owner/Owner's Representative will notify Contractor, in writing, stating reasons.
2. Contractor shall take immediate steps to remedy the stated deficiencies and subsequently submit written notice to the Owner/Owner's Representative certifying that the Work is complete.
3. The Owner/Owner's Representative will make a review of the Work within 7 days after receipt of certification.

1.03 CLOSEOUT SUBMITTALS

A. In addition to the requirements noted within the General Conditions of the Contract for Construction, Paragraph 9.4 - Substantial Completion and Final Payment, the following listed requirements supplement the requirements thereof. The Contractor shall:

1. Deliver the project Record Documents in accordance with the requirements of Section 01720.
2. Deliver the operating and maintenance data:
   a. In accordance with the requirements of Section 01340.
   b. In accordance with the requirements of applicable Specification Sections.
3. Deliver warranties in accordance with the requirements of Contract Documents.
4. Deliver all spare parts and maintenance materials in accordance with the requirements of Specifications Sections.
5. Deliver evidence of compliance with requirements of governing authorities, including but not limited to:
   a. Certificates of Inspection: Mechanical and electrical.
6. Deliver certificates of insurance for:
   a. Products
   b. Completed operations.
7. Deliver evidence of payments, waivers of claims and releases of liens, including:
   a. Contractor's Affidavit of Payment of Debts and Claims and Release of Liens.
   b. Duly execute all submittals before delivery to the Owner/Owner's Representative.

1.04 INSTRUCTION

A. Prior to close-out of the Contract, the Contractor shall instruct, or cause to be instructed, the Owner's designated personnel in the proper operation and care of any specialized equipment or systems provided or installed by the Contractor as part of the Work. Only appropriately qualified personnel shall provide such instruction and all arrangements for such instruction shall be coordinated with the Owner/Owner's Representative. The cost for any such instruction shall be borne by the Contractor and is included in the Contract Sum.

1.05 OPERATION AND MAINTENANCE MANUALS FOR EQUIPMENT AND SYSTEMS

A. Prior to close-out of the Contract, the Contractor shall furnish to the Owner/Owner's Representative

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not less than ONE (1) bound copy, and TWO (2) USB/flash drive copies of Operation and Maintenance (O&M) Manuals describing the proper operation and maintenance of all equipment and systems provided or installed by the Contractor as part of the Work. Information contained in the manual shall include, but shall not be limited to, the following information as it pertains to each piece of equipment or system furnished:

1. Manufacturer's specification
2. Manufacturer's operating instructions
3. Manufacturer's maintenance instructions
4. Any serial numbers unique to individual machines, equipment or devices.
5. Complete listing of equipment/system replacement parts, including part numbers.
6. Name and telephone number of source for equipment/system replacement parts.
7. Complete wiring and/or piping diagrams (as applicable).
8. Manufacturer's written warranty
9. Name and telephone number(s) of local, qualified service representative.

END OF SECTION 01700

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SECTION 01710
CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Maintain job site, surrounding areas, and public properties free from improperly stored materials, accumulations of waste, debris, and rubbish caused by operations.

B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave job site clean and ready for occupancy.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING - GENERAL

A. Cleaning and disposal:

1. Conduct cleaning and disposal operations in accord with legal requirements.
2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

B. Burning:

1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.

C. Hazards control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

3.02 CLEAN-UP DURING CONSTRUCTION

A. Execute cleaning to ensure job site, premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to lay dust.

C. At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.

D. Provide dump containers on job site for collection of waste materials, debris and rubbish.

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1. Permit Owner's other contractors to place waste materials, debris and rubbish in containers provided by this Contractor.

E. Remove waste materials, debris and rubbish from job site, premises, adjacent and public properties and legally dispose of at public or private dumping areas off Walt Disney World property.

F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.

G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

B. Remove grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces.

1. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel, and factory baked-on enamel surfaces.

C. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.

D. Broom clean paved surfaces; rake clean other surfaces of grounds.

E. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

3.04 GENERAL REQUIREMENTS

A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION 01710

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SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 MAINTENANCE OF DOCUMENTS

A. Maintain at Job Site, one copy of each of the following as record documents:

1. Contract Drawings (Hard copy prints or electronic copy, provided by Owner).
2. Project Manual (Specifications) including Addenda/Bulletins issued prior to contract award.
3. Approved shop drawings, product data and samples.
4. Modifications: Revision Orders, Directives, Bulletins and other written amendments to the Contract.
5. Field test records.
6. As-built Drawings applicable to the project (if previously supplied).

B. Adhere to following guidelines for maintenance of record documents:

1. Store record documents in temporary field office, apart from documents used for construction purposes.
2. Maintain record documents in clean, dry, and legible condition.
3. Do not use record documents for construction purposes.
4. Make record documents available at all times for inspection by Owner’s Representative and other authorized users.

1.02 RECORDING

A. Label each record document "PROJECT RECORD" in 2 in. high printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Record Contract Drawings: Legibly mark Drawings (or an electronic copy) to record actual construction.

1. Depths of various elements of foundation in relation to survey datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Structural steel framing tolerances which deviate from referenced standards.
4. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
5. Field changes of dimension and detail.
6. Changes made by Revision Order, Directive, and other modification. Mark all areas on sheets affected by Contract Directives with a "cloud" and note with the Contract Directive number. Maintain binders with complete Contract Directives adjacent to Contract Drawings for convenient reference.
7. Details not on original Contract Drawings.

E. Record Specifications and Addenda: Legibly mark up each Section to record:

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1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed. Strike-through manufacturers and products that were not used on the project.
2. Changes made by Revision Order, Directive, and other modifications.
3. Other matters not originally specified.

F. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.

G. In addition to requirements of this Article, comply with supplemental requirements of indicated mechanical, electrical, and equipment work.

1.03 AUDIT

A. Project record documents will be reviewed monthly by Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

1.04 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS:

A. The Record Drawings information shall be in strict accordance with the following codes and standards:

1. Reedy Creek Energy Services (RCES)
2. Florida Department of Environmental Protection (FDEP)
3. South Florida Water Management District (SFWMD)
4. RCID Land Development Regulations

As-Built drawings must be received and accepted by the agencies, SFWMD, RCID, RCES and FDEP before the corresponding system(s) will be allowed to be put into service.

1.05 RECORD OR "AS-BUILT" SURVEYS

A. The Contractor shall retain the services of a registered Professional Surveyor, who is licensed in the State of Florida and approved by the Owner, to provide professional surveying and mapping services to maintain survey control, layout and stake the Work and perform the As-Built Survey during construction. Prior to any services being performed, the Contractor shall submit the name and address of any proposed registered professional and a written acknowledgement from the Professional Surveyor stating that he/she has the hardware, software and adequate scope of services in his/her contractual agreement with the Contractor to fully comply with the requirements of this specification. It is recommended that the Surveyor and Mapper attend the Preconstruction meeting. The Florida Licensed Professional Engineer shall be qualified in the discipline required for the specific services required for the Project. The Contractor shall require the Professional Surveyor to locate all improvements for the Project As-Built Survey using the grid coordinate system and the vertical datum referenced on the Drawings. The As-Built Survey shall clearly show the designed and constructed locations and elevations information for ease of comparison

1. The surveyor shall provide on-site survey while construction is in progress and at such other times as required to fulfill his professional obligations and as listed below.
   a. All existing structures, utilities, and features revealed during the course of construction shall be accurately located and dimensioned. Movement of such utilities or structures required by project installation shall be recorded as "As-Built". This requirement shall apply whether the existing structure, utility or

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feature was shown on the original contract drawings or not.

B. Compliance of work shall be in accord with Minimum Technical Standards of Florida Administrative Code Chapter 61G17-6, and in particular "61G17-6.005" Construction Layout, Record or As-built, Quantity and Right of Way Surveys."

C. Survey documents shall comply with the Minimum Technical Standards of Chapter 5J-17 of the Florida Administrative Code (FAC) and Table 01050-1 Minimum Survey Accuracies, whichever are more stringent. All coordinates shall be geographically registered in the Florida State Plane Coordinate System using the contract Drawings control points for horizontal and vertical controls.

D. For RCES as-built requirements, please refer to Section 01721.

E. More specifically, the "As-Built" survey shall include but not be limited to the following:

1. DELIVERABLES:
   a. TWO (2) USB/flash drive electronic copies digitally signed and sealed.
   b. **The documentation shall be labeled to include the following:
   c. Engineering and/or Survey Company Name with “prepared by” statement, Project Name, Reedy Creek Improvement District (RCID) Project Number (if any), Date of the data, Designate "Record Drawing", "Preliminary Record Drawing" or "Other” (with description of “Other”).
   d. ONE (1) each - 11” x 17” printed copy, signed and sealed.
   e. Everything in the ground shall be "as-built" and submitted to RCID in a signed and sealed, scanned PDF format.
   f. Auto-CAD Files (version 14 or higher) must be submitted in DWG format, minimally.
   g. Each file should be for one layer included below. Multiple sections will not be accepted in one file.
   h. Provide outline of layers on the Auto-CAD file.
   i. Auto-CAD files shall be saved by using the E-TRANSMIT command.
   j. Tie into section corners in the Florida State Plane Coordinate System East to insure proper orientation at each end of baseline. Section corner tie sheets can be obtained from the Orange County Surveyor’s web page.
2. DATUM:
   a. As used in the design and shown on the Record Drawing; Horizontal datum shall be referenced to the Disney Grid System or North American Datum of 1983, on the 1990 adjustment for Florida Transverse Mercator - East Zone. The same datum used in the design and shall be shown as the datum used in the Record Drawing; Vertical datum shall be referenced to the National Geodetic Vertical Datum of 1929, NGVD29 Disney Datum or to the North American Vertical Datum of 1988. THIS SHALL BE CLEARLY NOTED ON THE PLANS.
   b. Where there is no baseline, the baseline for water main should be the sanitary sewer, if there is no sanitary sewer then the storm sewer, if no storm sewer the property/ROW line, baseline for sanitary sewer should be the sanitary sewer, baseline for storm sewer should be the storm sewer.
   c. All record data shall be digitally positioned on the design drawings prepared by the engineer of record. Said design drawings shall be complete and include both plan and profile views of the infrastructure.
   d. In all cases, State Plane Coordinates shall be used in the electronic datum, station, off-set and elevations shall be shown on the plan.
3. GENERAL: (FOR ALL LAYERS)
   a. All references to "proposed" and "plan" are to be removed from the Record

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Drawing.

b. All lines, structures, and other items that are relocated will be removed and shown in the proper location (hand written notes and "x"ing out will not be allowed).

c. All record drawings will be signed and sealed by a Registered Land Surveyor or a Professional Engineer licensed to practice in the State of Florida. If certified by a Surveyor, a Professional Engineer will sign off stating that the record drawings were checked by the Engineer of Record, verifying that they inspected the work.

d. Clearly mark existing infrastructure which is to remain.

e. Clearly mark existing infrastructure which has been abandoned, and how it was abandoned (capped, filled with flowable fill, etc.).

f. All Detail sheets shall be included with each record drawing set.

g. Supply all surveys of the project and or property.

h. As-built drawings shall be drawn at a scale of no smaller than 1" = 100'. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements and lot lines shall be accurately shown. Lot and block numbers and street names shall be included.

4. STORMWATER PIPE CROSSINGS AND SEPARATIONS FROM ALL OTHER UTILITIES: (PART OF EACH APPLICABLE LAYER)

a. Pipe types, sizes and material.

b. Crossings; Top and bottom elevations of pipes crossing each other and the distance between the outside of the two lines.

c. Separation; Distance between the outside of the two lines.

5. STORMWATER CONFLICT STRUCTURES: (PART OF EACH APPLICABLE LAYER)

a. Top and bottom of casing.

b. Length, material and size of the casing.

c. All info asked for in storm or sanitary manhole descriptions with the addition of top of all pipes.

6. CASINGS AND CONDUITS: (PART OF EACH APPLICABLE LAYER)

a. Size, material, depth and thickness.

b. Length and station and offset of ends.

c. Top elevation of casing.

d. If used, station and offset for vent, including tap location, and fittings.

7. STORM SEWERS AND UNDERDRAIN: (TO BE LOCATED ON A SEPARATE LAYER)

a. Manhole and catch basin rim elevation, outfalls and top of headwall invert elevations and direction, weir and skimmer elevations, bottom of manholes and catch basins (sumps).

b. Length of run between storm structures, type of and size of pipe material with calculated percentage of slope for the run of pipe.

c. Location of service connections (without manholes) together with the invert elevation, pipe diameter and material.

d. Dry retention, wet retention, dry detention, and wet detention area as-builts to comply with the SFWMD permit requirements.

e. Exfiltration trenches, Station at beginning and end of system, width, depth.

f. Top of and toe of slope on berm elevation designed to stop flooding.

g. Underdrain, Station at beginning and end of the system, type of and size of pipe with clean-out locations.

8. ROADWAY AND BRIDGES: (TO BE LOCATED ON A SEPARATE LAYER)

a. Center line, edge of pavement, and curb flow line elevations shall be taken at a minimum of 100' intervals and at all grade breaks or as directed by the Engineer of Record or to match the proposed elevations on the construction plans.

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b. Sidewalks, driveways locations and elevations as directed by the Engineer of Record (EOR) or to match the proposed elevations on the construction plans.
c. Bridge slabs and surface elevations shall be taken at a minimum of 100 foot intervals and at the beginning, center, end of the bridge, including every grade break point and gutter line or as directed by the Engineer of Record or to match the proposed elevations on the construction plans.
d. Bottom of bridge girders.
e. The contractor shall provide all data requested by the EOR, in enough time in advance of the anticipated in-service date, to allow the EOR to assess whether the As-Bid load rating has changed.
f. At a minimum the Contractor shall provide materials testing results, bridge member dimensions, differences from predicted prestressed beam cambers and build-up dimensions, concrete test results, and any other strength related data.
g. The Contractor shall provide pile driving records, drilled shaft records, geotechnical reports and any other related documents.

9. STREET LIGHTS AND TRAFFIC SIGNALIZATION: (TO BE LOCATED ON A SEPARATE LAYER)
   a. Manufacturer, model, and height of poles shall be shown on the record drawings.
   b. Manufacturer, model, and wattage and voltage of lights shall be shown on the record drawings.
   c. Pull boxes, control boxes, cabinets, pedestrian signals and meters require station and offset.
   d. Length of conduit runs between boxes and poles, type of, and size of pipe material. Shown as, laid in the ground not as a wiring schematic, with amount, by color, type of, and size of wiring material.
   e. Service connection, type (RCID or Duke Energy owned) station and offset.
10. IRRIGATION: (TO BE LOCATED ON A SEPARATE LAYER)
   a. Backflow preventer, control stand location, control valve, zone, station and offset.
   b. Main line piping size, material, lengths, depth.
   c. Heads, Type (1/4, half, 3/4, full circle).
11. LANDSCAPING: (TO BE LOCATED ON A SEPARATE LAYER)
   a. Tree type, caliper, and height.
   b. Tree grate, size, and model.
   c. Station, elevation, length, width, and depth of Structural Soil used.
   d. Top of and toe of slope on berm elevation for landscaping.
12. PRIVATE CONSTRUCTION IMPACTS TO RIGHT-OF-WAY: (TO BE LOCATED ON A SEPARATE LAYER)
   a. Private utility or revocable easements in the RCID ROW's or on RCID property must be shown on the plan. Any improvements within the easement need to be shown and called out as private. The recording information should be on the as-built.
   b. Privately owned lighting, irrigation and landscaping in the RCID right-of-way needs to be called out as private and identified.
   c. All aerial and underground footer easements (in ROW).
   d. Communication lines and duct banks encountered.
13. FLOWABLE FILL: (PART OF EACH APPLICABLE LAYER) Limits of flowable fill shall be noted on the as-built. (Location, Length, Width, & Depth)

1.01 DIRECTIONAL DRILL "AS-BUILT" SURVEYS

A. The directional drill as-built shall be data sufficient to accurately integrate the information into the project as-built, determine the actual utility construction location in relation to the utility design

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location, and permit an accurate field location and site marking, as required by Sunshine One Call of Florida, of the mapped directional drill. Bore log shall be incorporated into the final record drawing set.

B. Horizontal Directional Drill Contractor Responsibilities:

1. The directional drill contractor will be responsible for providing the electronic tracement of the installed facility.
2. The electronic tracement for submittal purposes will be performed on the final reaming or pulling of the drill.
3. The linear distance between collected tracement data points will not be greater than 15 feet or individual lengths of bore casing; whichever is the lesser distance.
4. Field location of data collection points used by the contractor will either be coordinated with the surveyor for simultaneous field location or marked in the field in a manner that the surveyor can collect the corresponding horizontal location and finished ground elevation for mapping purposes.
5. The submitted data will include depths/distance from finished ground to the final installed facility/utility.

C. Florida Surveyor Responsibilities:

1. All submitted directional drill as-built surveys will be performed by a Florida licensed surveyor.
2. The submitted As-Built Map will be in accordance to Florida Statutes, Chapter 61G17-6 (Minimum Technical Standards.)
3. Every directional drill will be identified by a unique name or number and that referenced identifier will be on the corresponding map, profile and report.
4. All horizontal and vertical survey control will be referenced to a recognized datum.
5. The beginning and ending as-built stations will have referenced measurements and ties to the survey control.

D. The As-Built Report and/or Map will contain:

1. A measurement and integrated data statement; providing clear information of the data sources, assignment of responsibility and collection procedures on mapped features.
2. A horizontal position accuracy statement; stating “The well identified features have been measured to an estimated horizontal positional accuracy of ___.”
3. A vertical position accuracy statement; stating the vertical control loop closure and stating “The well identified features have been measured to an estimated vertical positional accuracy of _____.”
4. The directional drill map or report if a report is required, will be signed and sealed by the Registered Florida Surveyor.

1.02 SUBMITTAL

A. At the end of each week's work, make available As-Built information for Owner and/or Representative’s review, and provide an electronic file containing up-to-date As-Built information for all concealed work indicated on the Drawings.

B. The Contractor shall submit a copy of the current monthly updated As-Built Survey (“Progressive As-Built Survey”) signed and sealed and also submit identically matching electronic files in PDF format and the same CAD file format as the original design. The Progressive As-Built Survey shall be submitted to the Owner with each Application for Payment and indicate the horizontal and

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vertical locations of all constructed improvements to date with sufficient information and notes to easily determine if the improvements were constructed in conformance with the Contract Documents. The Progressive As-Built Survey submittals shall include a cover sheet and include the surveyor's statement regarding the constructed improvements being within the specified tolerances or if not indicating the variances.

The Contractor's submission of a Progressive As-Built Survey or Final As-Built Survey, as applicable, acceptable to the Owner, with its Application for Payment, is a condition precedent for payment. If unidentified utilities (not shown on the Drawings) are encountered during the installation of the Work, their horizontal and vertical location shall be included in the As-Built Survey. Provide the name and type of utility, the size and material type of pipe, conduit or structure and if known, the status (active or inactive) of the utility.

The Contractor shall submit documentation to verify the accuracy of field surveying work at the request of the Owner. Cost of said survey for each project shall be included in the Contract Sum.

C. Contractor's failure to maintain Record Contract Drawings, As-Built Drawings, Record Specifications, As- Built Survey documentation or other record documentation, and make same available for Owner's Representative's review (minimum of weekly) shall be deemed cause to withhold payment of amounts otherwise due until such failure is remedied.

END OF SECTION 01720

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SECTION 01730
EXECUTION

PART 1 – GENERAL

1.01 PRODUCT PREPARATION

A. Install equipment and materials complete as specified, as required for operation and continuous service and as recommended by the manufacturer at the locations shown on the Contract Drawings.

B. All equipment and hardware shall be inspected for visual defects and missing parts prior to installation.

C. Missing pieces shall be replaced and all damage corrected prior to the installation by the Contractor.

D. Install materials at times as required to meet the specified construction schedule and as necessary for movement of equipment into place without delaying the erection of structures and other equipment.

E. Equipment shall be thoroughly cleaned of all shipping material, dust and dirt prior to installation.

1.02 EXISTING WORK

A. Operations affecting existing work shall be conducted with care not to damage work in place.

B. For the damage of existing work, refer to the Reedy Creek Improvement District General Conditions of the Contract for Construction.

C. The disassembling, disconnecting, cutting, removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to all portions of existing work, whether they are to remain in place, be reused in the new work or be salvaged and stored.

D. Where existing work is changed or removed, or where new work adjoins, connects to or abuts existing work, the existing work shall be altered as necessary and connected in a substantial and workmanlike manner.

E. Existing work that is permitted to be abandoned by the Owner shall be abandoned in place or shall be removed as necessary so as not to interfere with the new work.

F. All new work shall match, as nearly as practicable the existing adjoining and/or adjacent similar work.

END OF SECTION 01730

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SECTION 01750
STARTING AND ADJUSTING

PART 1 – GENERAL

1.02 CONTRACTOR'S DUTIES

A. The Contractor shall provide all labor to prepare for the startup and initial operation of all electrical equipment as required to meet the Owner's/Owner's Representative's startup schedule.

B. The contractor shall comply with the Owner's/Owner's Representative's switching and tagging procedures for all equipment prior to and during operation.

C. Submit all test reports to the Owner's/Owner's Representative prior to the re-energization of all electrical systems.

1.02 OWNER'S REPRESENTATIVE'S DUTIES

A. The Owner's Representative will provide all operating personnel.

END OF SECTION 01750

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SECTION 09870
PROTECTIVE COATINGS FOR CARBON STEEL LIGHT POLES AND MAST ARMS

PART 1 – GENERAL

1.01 DESCRIPTION

A. The intent of this section is to provide a durable, long-lasting coating system to withstand severe climatic conditions without the use of galvanizing.

B. This section covers coatings of carbon steel traffic signal poles, traffic signal pole mast arms, and roadway light poles.

C. Both exterior and interior coatings are included, as is their application following surface preparation.

D. Contractor quality assurance and third-party inspection is also included.

PART 2 – PRODUCTS

2.01 INTERNAL COATING

A. The internal coating shall be the rust inhibiting Carboline Carbomastic 15 or 90 Surface Tolerant Epoxy or equivalent.

2.02 EXTERNAL COATING

A. The external coating shall be a three coat system as described below.

1. The primer coat shall be the solvent based inorganic zinc primer Carboline Carbozinc 11 or equivalent.
2. The intermediate coat shall be the cycloaliphatic amine epoxy Carboline Carboguard 893 or equivalent.
3. The finish coat shall be the aliphatic acrylic polyurethane Carboline Carbothane 134 HG or equivalent.

PART 3 – APPLICATION

3.01 INTERNAL COATING

A. Apply the internal coating per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.

B. Dry film thickness of the internal coating shall be 4 to 6 mils.

3.02 EXTERNAL PRIMER COAT

A. Apply the external primer coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.

B. Prior to application, prepare the exterior surface in accordance with SSPC-SP10 / NACE No 2 near white metal.

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C. Dry film thickness of the external primer coat shall be 2 to 3 mils.

3.03 EXTERNAL INTERMEDIATE COAT

A. Apply the external intermediate coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.

B. During application, the relative humidity shall not exceed 90%.

C. Dry film thickness of the external intermediate coat shall be 3 to 4 mils.

3.04 EXTERNAL FINISH COAT

A. Apply the external finish coat per the manufacturer's product data information. Do not deviate from the manufacturer's product data information unless specifically stated in this section.

B. Prior to application, lightly sand or abrade the previous application to roughen and degloss the intermediate coat.

C. During application, the relative humidity shall not exceed 80%.

D. Dry film thickness of the external primer coat shall be 2 to 2.5 mils.

PART 4 – QUALITY ASSURANCE

4.01 APPLICATOR QUALITY CONTROL

A. Quality Control Plan is required for all coatings. The Contractor is required at all times to coordinate the inspection efforts of the coatings with the Owner's Representative.

B. The coating applicator shall keep records of its quality control throughout the application process. Records shall include, but not be limited to:

1. Environmental conditions during coating application.
2. Surface preparation prior to coating application.
3. Coating dry film thickness.

C. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. The coating applicator shall provide Owner's Inspector:

1. Copies of the manufacturer's product data information.
2. Access to the work before, during, and after application of each coat. Access to shipping and receiving, production, and quality control records.
3. If any issues should arise in the quality control inspection, testing shall be required that may affect the pole's finish.
4. The pole manufacturer must submit an engineer's analysis report.

4.02 OWNER'S THIRD-PARTY INSPECTOR

A. The Owner shall retain a Third-party Inspector to perform shop and field inspections of the coatings. At a minimum the Inspector shall be NACE Level 3 certified or equivalent.

B. The Inspector shall visit each coating applicator's shop a minimum of two times during production. Shop inspections shall include, but not be limited to:

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1. Verification of materials.
2. Verification of quality records.
3. Witnessing of surface preparation and coating applications, including verification the coating applicator complies with the manufacturer's product data information.
4. Measurement of coating dry film thickness.

C. The Inspector shall also inspect the coatings of signal poles, signal pole mast arms, and light poles as installed/erected in the field. Any damage caused by shipping, handling, and/or erection shall be fixed by reapplication of the coating system in the field, including any required surface treatment. The reapplication of the coating system in the field shall be re-inspected by the Inspector. Re-inspection costs shall be borne by the Contractor.

END OF SECTION 09870

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RCES Underground Construction Rules
In the Vicinity of RCID Electric Utilities

Rev 5

NOTICE

THE INFORMATION IN THIS DOCUMENT INCORPORATES PROPRIETARY RIGHTS OF THE COMPANY. ANY PARTY ACCEPTING THIS DOCUMENT ACKNOWLEDGES THAT IT CONTAINS PROPRIETARY CONFIDENTIAL INFORMATION AND AGREES THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS, WITHOUT WRITTEN CONSENT OF THE COMPANY.

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CHANGE HISTORY		
Revision	Reason for Change	Date
Rev 4	Initial Release	3-11-2017
Rev 5	Updated during 5G roll-out to allow for soft dig excavation up to TX pad without outage. Added summary table	4/18/2021

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