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Special Meeting Agenda
Florida SouthWestern State College Financing Corporation (the "Corporation")
Thomas Edison (Lee) Campus – Community Room I-223
May 17, 2022
10:00 a.m.

I. Public Comment

II. Vote to Take Action On

1. (a) Resolution to approve Amendment of Assignment Agreement; (b) Supplemental Lease Agreement. Presented by Mr. Coleman.
2. Lee Campus Baseball/Softball Fields Construction Contract. Presented by Dr. Doeble.

Board Members' Comments

President's Comments

Adjournment

**Florida SouthWestern State College Financing Corporation
Agenda Item Summary**

Meeting Date: 5/17/2022

1. **Title:** Amendment(s) of Assignment Agreement(s) of December 18, 2007
2. **Action Requested/Purpose:** Approval of proposed Amendments
3. **Fiscal Impact:** Yes No N/A
4. **Funding Source:** Amount: \$
5. **Administration Recommendation:** Recommend approval of the two Amendments of the Assignment Agreements of December 18, 2007

6. Agenda Item Type:

- Action Item
- Consent Agenda
- Information Only
- Board Requested Information/Report

7. Requirement/Purpose (Include Citation)

- Statute
- Administrative Code
- Other

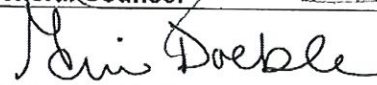
8. Background Information: On December 18, 2007, the Edison State College District Board of Trustees ("Assignor") and the Edison State College Financing Corporation ("Assignee") entered into two Assignment Agreements whereby the Assignor assigned all royalty payments made to Assignor by a third party to Assignee. Assignor has now entered in to an Asset Purchase Agreement which results in the sale of the assets which generate the royalty payments. Assignor desires to assign and Assignee desires to receive those sale proceeds generated by the sale of the assets which were generating the royalty payments. The proposed Amendments also recognize the proper names of the Assignor and Assignee, their respective names having been changed on July 1, 2014.

Requested by:



General Counsel

Funding Verified by:



Vice President of Operations/CFO

Approved for Agenda by:



President

AMENDMENT OF ASSIGNMENT AGREEMENT OF DECEMBER 18, 2007

An **ASSIGNMENT AGREEMENT**, dated December 18, 2007, was entered into by and between EDISON COLLEGE, a public educational institution in the State of Florida (“Assignor”) and EDISON COLLEGE FINANCING CORPORATION, a Florida not for profit corporation (“Assignee”).

WHEREAS, Assignee is a Florida not for profit corporation that has been certified by Assignor as a “Community College Direct Support Organization”, as defined in Section 1004.70 (2007), for the purpose of supporting the Assignor, and is exempt from federal taxation under Section 501 (a) of the Internal Revenue Code of 1986, as amended (the “Code”), by virtue of being an organization described under Section 501 (c)(3) of the Code (a “Tax-Exempt Organization”);

WHEREAS, Assignor entered into that certain EBS Excess Capacity Use and Royalty Agreement, dated December 18, 2007 (the “Contract”), with Clearwire Spectrum Holdings II (“Clearwire”), whereby Assignor agreed to lease certain Excess Capacity (as defined in the Contract) relating to Assignor’s license to operate Educational Broadband Service Station WND240 on CHANNELS G1 through G4 in the Naples, Florida market area to Clearwire in exchange for an initial fee and continuing royalty payments to be made to Assignor by Clearwire (collectively, the “Royalty Payments”), all as set forth in the Contract:

WHEREAS, Assignor changed its name from EDISON COLLEGE to FLORIDA SOUTHWESTERN STATE COLLEGE on July 1, 2014:

WHEREAS, Assignee changed its name from EDISON COLLEGE FINANCING CORPORATION to FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION on July 1, 2014:

WHEREAS, on July 10, 2019 the FCC adopted a *Report and Order* in its WT Docket No. 19-120 (“July 2019 R&O”) which made material changes to the FCC’s rules, regulations and policies governing EBS, such rules, regulations and policies, along with all other statutes, rules, regulations and policies applicable to the Channels, the Licenses or this Agreement, (the “FCC Rules”, expanding the entities eligible to hold EBS licenses to include Clearwire.

WHEREAS, the changes to the FCC Rules adopted by the July 2019 R&O became effective on April 27, 2020;

WHEREAS, pursuant to the terms of an Asset Purchase Agreement, Assignor desires to assign and transfer the License to Clearwire and Clearwire desires to take assignment and transfer of the License from Assignor.

WHEREAS, Clearwire and Assignor entered into an Asset Purchase Agreement to effect the assignment transfer of the License to Clearwire free and clear of all liens, claims, mortgages,

pledges, security interests, encumbrances, adverse claims or restrictions whatsoever (collectively, "Liens").

WHEREAS, Assignor assigned all of its right, title and interest to the Royalty Payments received from Clearwire pursuant to the Contract to Assignee and Assignee accepted such assignment pursuant to the terms of the Assignment Agreement of December 18, 2007:

WHEREAS, Assignor desires to assign all of its right, title and interest to the Sale Proceeds received from Clearwire pursuant to the Asset Purchase Agreement to Assignee and Assignee desires to accept such assignment pursuant to the terms of this Amendment of Assignment Agreement of December 18, 2007.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. WHEREAS Clauses. Assignor and Assignee agree that each of the WHEREAS clauses set forth above made by them are true and correct in all respects.

2. Assignment. Assignor hereby sells, grants, conveys, assigns, transfers, and delivers to Assignee, all of its right, title, and interest in and to all of the Sale Proceeds received from Clearwire pursuant to the Asset Purchase Agreement as the Asset Purchase Agreement may be amended, renewed or otherwise extended.

3. Direction of payments. Assignor agrees that it shall deliver a copy of this Amendment of Assignment Agreement to Clearwire and shall direct Clearwire to pay the Sale Proceeds directly to Assignee.

4. Investment of Sale Proceeds. As additional consideration for the assignment of the Sale Proceeds, Assignee hereby agrees that it will invest the Sale Proceeds on behalf of the Assignor, pursuant to the investment policy adopted and maintained by the Assignee as approved by the Assignor.

5. Termination. This Amendment of Assignment Agreement of December 18, 2007 shall automatically terminate in the event that Assignee is no longer certified by the Assignor as a "Community College Direct Support Organization" under Section 1004.70, Florida Statutes, as amended, or is no longer a Tax-Exempt Organization.

6. Amendments to and Enforcement of the Asset Purchase Agreement. Assignor shall have the full and exclusive right to terminate the Asset Purchase Agreement or to negotiate and enter into amendments or revisions of the Asset Purchase Agreement. Assignor may, in its sole and absolute discretion, elect to extend the terms of the Asset Purchase Agreement pursuant to the terms of the Asset Purchase Agreement. Assignee shall have no right to cause Assignor to enforce any provision of the Asset Purchase Agreement and shall have no right to direct any remedy that may be available to Assignor under the Asset Purchase Agreement.

7. Governing Law. The terms of this Amendment of Assignment Agreement of December 18, 2007 shall be governed by the laws of the State of Florida, without regard to conflict of law principles.

8. Severability. If any term or provision of this Amendment of Assignment Agreement of December 18, 2007 shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provision hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and such term and provision shall be valid and enforced to the fullest extent permitted by law.

9. Counterparts. This Amendment of Assignment Agreement of December 18, 2007 may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which, when taken together, shall constitute but one and the same instrument, and shall become effective when copies hereof shall be delivered to each of the parties hereto, which copies, when taken together, bear the signature of each of the parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment of Assignment Agreement of April 6, 2022.

ASSIGNOR:

FLORIDA SOUTHWESTERN STATE COLLEGE

By: *Christopher Cunningham*

Its: CHAIR DISTRICT BOARD OF TRUSTEES

ASSIGNEE:

FLORIDA SOUTHWESTERN STATE COLLEGE
FINANCING CORPORATION

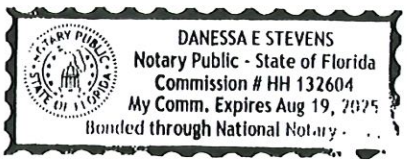
By: *Kathleen Stinson*

Its: CHAIRMAN

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

On this 16 day of APRIL, 2022 before me personally appeared CARLOS CUNNINGHAM in the capacity as BSI CHAIR of Florida SouthWestern State College, to me personally known, who, being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said college.

Danessa E. Stevens
Notary Public

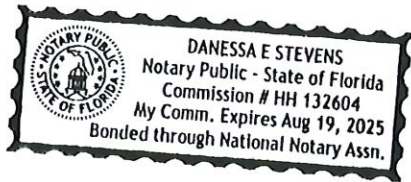


By: _____
Name:
Title:

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

On this 17 day of MAY, 2022 before me personally appeared RANDALL PATRISH in the capacity Of Chairman of Florida SouthWestern State College Financing Corporation, to me personally known, who, being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said college.

Danessa E Stevens
Notary Public



By: _____
Name:
Title:

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WHEREAS, Assignee is a Florida not for profit corporation that has been certified by Assignor as a "Community College Direct Support Organization", as defined in Section 1004.70 (2007), for the purpose of supporting the Assignor, and is exempt from federal taxation under Section 501 (a) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of being an organization described under Section 501 (c)(3) of the Code (a "Tax-Exempt Organization");

WHEREAS, Assignor entered into that certain EBS Excess Capacity Use and Royalty Agreement, dated December 18, 2007 (the "Contract"), with Clearwire Spectrum Holdings II ("Clearwire"), whereby Assignor agreed to lease certain Excess Capacity (as defined in the Contract) relating to Assignor's license to operate Educational Broadband Service Station WND291 on CHANNELS A1 through A4 in the Fort Myers, Florida market area to Clearwire in exchange for an initial fee and continuing royalty payments to be made to Assignor by Clearwire (collectively, the "Royalty Payments"), all as set forth in the Contract:

WHEREAS, Assignor changed its name from EDISON COLLEGE to FLORIDA SOUTHWESTERN STATE COLLEGE on July 1, 2014:

WHEREAS, Assignee changed its name from EDISON COLLEGE FINANCING CORPORATION to FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION on July 1, 2014:

WHEREAS, on July 10, 2019 the FCC adopted a *Report and Order* in its WT Docket No. 19-120 ("July 2019 R&O") which made material changes to the FCC's rules, regulations and policies governing EBS, such rules, regulations and policies, along with all other statutes, rules, regulations and policies applicable to the Channels, the Licenses or this Agreement, (the "FCC Rules", expanding the entities eligible to hold EBS licenses to include Clearwire.

WHEREAS, the changes to the FCC Rules adopted by the July 2019 R&O became effective on April 27, 2020;

WHEREAS, pursuant to the terms of an Asset Purchase Agreement, Assignor desires to assign and transfer the License to Clearwire and Clearwire desires to take assignment and transfer of the License from Assignor.

WHEREAS, Clearwire and Assignor entered into an Asset Purchase Agreement to effect the assignment transfer of the License to Clearwire free and clear of all liens, claims, mortgages,

pledges, security interests, encumbrances, adverse claims or restrictions whatsoever (collectively, "Liens").

WHEREAS, Assignor assigned all of its right, title and interest to the Royalty Payments received from Clearwire pursuant to the Contract to Assignee and Assignee accepted such assignment pursuant to the terms of the Assignment Agreement of December 18, 2007:

WHEREAS, Assignor desires to assign all of its right, title and interest to the Sale Proceeds received from Clearwire pursuant to the Asset Purchase Agreement to Assignee and Assignee desires to accept such assignment pursuant to the terms of this Amendment of Assignment Agreement of December 18, 2007.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. WHEREAS Clauses. Assignor and Assignee agree that each of the WHEREAS clauses set forth above made by them are true and correct in all respects.

2. Assignment. Assignor hereby sells, grants, conveys, assigns, transfers, and delivers to Assignee, all of its right, title, and interest in and to all of the Sale Proceeds received from Clearwire pursuant to the Asset Purchase Agreement as the Asset Purchase Agreement may be amended, renewed or otherwise extended.

3. Direction of payments. Assignor agrees that it shall deliver a copy of this Amendment of Assignment Agreement to Clearwire and shall direct Clearwire to pay the Sale Proceeds directly to Assignee.

4. Investment of Sale Proceeds. As additional consideration for the assignment of the Sale Proceeds, Assignee hereby agrees that it will invest the Sale Proceeds on behalf of the Assignor, pursuant to the investment policy adopted and maintained by the Assignee as approved by the Assignor.

5. Termination. This Amendment of Assignment Agreement of December 18, 2007 shall automatically terminate in the event that Assignee is no longer certified by the Assignor as a "Community College Direct Support Organization" under Section 1004.70, Florida Statutes, as amended, or is no longer a Tax-Exempt Organization.

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7. Governing Law. The terms of this Amendment of Assignment Agreement of December 18, 2007 shall be governed by the laws of the State of Florida, without regard to conflict of law principles.

8. Severability. If any term or provision of this Amendment of Assignment Agreement of December 18, 2007 shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provision hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and such term and provision shall be valid and enforced to the fullest extent permitted by law.

9. Counterparts. This Amendment of Assignment Agreement of December 18, 2007 may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which, when taken together, shall constitute but one and the same instrument, and shall become effective when copies hereof shall be delivered to each of the parties hereto, which copies, when taken together, bear the signature of each of the parties hereto.

[Signature Pages Follow]

STATE OF FLORIDA

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) SS:

COUNTY OF LEE

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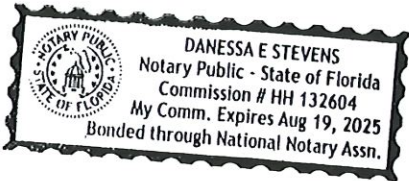
On this 17 day of MAY, 2022 before me personally appeared RANDALL PATRICK in the capacity Of Chairman of Florida SouthWestern State College Financing Corporation, to me personally known, who, being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said college.

Danessa E Stevens
Notary Public

By: _____

Name:

Title:



**Florida SouthWestern State College Financing Corporation
Agenda Item Summary**

Meeting Date: 5/17/2022

1. **Title:** Supplemental Lease Agreement
2. **Action Requested/Purpose:** Add property to the Master Lease Agreement of December 1, 2010
3. **Fiscal Impact:** Yes No N/A
4. **Funding Source:** Amount: \$
5. **Administration Recommendation:** Recommend approval of Supplemental Lease Agreement

6. Agenda Item Type:

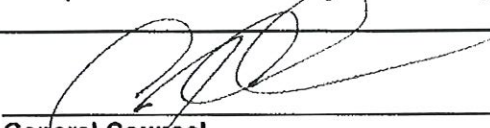
- Action Item
- Consent Agenda
- Information Only
- Board Requested Information/Report

7. Requirement/Purpose (Include Citation)

- Statute
- Administrative Code
- Other

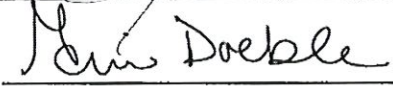
8. **Background Information:** On December 1, 2010 The District Board of Trustees of Edison State College ("Lessor") entered into a Master Ground Lease Agreement with Edison State College Financing Corporation ("Lessee") for real property owned by The Board of Trustees. The Financing Corporation in support of the College would, in turn, be charged with the development and construction of capital projects on the leased real property. The Master Ground Lease permits additional real property to be added to the leasehold by means of a Supplemental Lease Agreement. As additional real property is needed for capital projects this Supplemental Lease Agreements effectuates the addition of real property identified therein. The proposed Supplemental Lease Agreement also recognizes the proper therein. The proposed Supplemental Lease Agreement also recognizes the proper names of the Lessor and Lessee, their respective names having been changed on July 1, 2014.

Requested by:



General Counsel

Funding Verified by:



Vice President of Operations/CFO

Approved for Agenda by:



President

SUPPLEMENTAL LEASE AGREEMENT

THIS SUPPLEMENTAL LEASE AGREEMENT is made and entered into this _____, 20___, by and between THE DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE, a political subdivision of the State of Florida having its principal place of business at 8099 College Parkway, Fort Myers, Florida 33919 (the "Board" or "Lessor"), acting for and on behalf of FLORIDA SOUTHWESTERN STATE COLLEGE (the "College"), and FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION, a Florida not for profit corporation having its principal place of business at 8099 College Parkway, Fort Myers, Florida 33919 (the "Financing Corporation" or "Lessee").

WHEREAS, THE DISTRICT BOARD OF TRUSTEES OF EDISON STATE COLLEGE, a political subdivision of the State of Florida having its principal place of business at 8099 College Parkway, Fort Myers, Florida 33919 (the "Board" or "Lessor") acting for and on behalf of EDISON STATE COLLEGE (the "College") and EDISON STATE COLLEGE FINANCING CORPORATION, a Florida not for profit corporation having its principal place of business at 8099 College Parkway, Fort Myers, Florida 33919 (the "Financing Corporation" or "Lessee") entered into a MASTER GROUND LEASE AGREEMENT on December 1, 2010, for the property identified on Exhibit "A" attached hereto;

WHEREAS, the Board changed its name to THE DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE on July 1, 2014;

WHEREAS, the Financing Corporation changed its name to the FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION on July 1, 2014;

WHEREAS, the Board and the Financing Corporation desire to add additional property to the MASTER GROUND LEASE AGREEMENT dated December 1, 2010; and

WHEREAS, the additional property to be added to the MASTER GROUND LEASE AGREEMENT dated December 1, 2010, is identified on Exhibit "B" attached hereto.

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the parties agree to adopt this Supplemental Lease Agreement:

1. WHEREAS CLAUSES. The Board and the Financing Corporation agree that each of the WHEREAS clauses set forth above made by them are true and correct in all respects and are incorporated herein.

2. NAME CHANGES. The Board and the Financing Corporation recognize the name changes of the Board and the Financing Corporation for all purposes associated with the MASTER GROUND LEASE AGREEMENT and this SUPPLEMENTAL LEASE AGREEMENT.

3. LEASED PREMISES/ADDITIONAL PROPERTY. Pursuant to "Section 1. Leased Premises." of the MASTER GROUND LEASE AGREEMENT the property identified by Exhibit "B" attached hereto shall be added to that property identified by Exhibit "A" attached hereto. Both properties are now subject to the terms of the MASTER GROUND LEASE AGREEMENT and this SUPPLEMENTAL LEASE AGREEMENT. "Section 1. Leased Premises." of the MASTER GROUND LEASE AGREEMENT controls this addition of property and reads as follows:

Section 1. Leased Premises. Lessor, from time to time, will lease real property to Lessee pursuant to this Master Ground Lease (collectively, the "Leased Premises"). Lessor hereby leases to Lessee that certain unimproved real property lying in Lee County, Florida, all as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the same constituting the "Initial Lease Premises"). This Lease Agreement may be amended, from time to time, to add additional property under this Lease Agreement pursuant to a written supplemental lease agreement signed by both the Lessor and Lessee (a "Supplemental Lease Agreement").

[Signature Pages follow]

IN WITNESS WHEREOF, The District Board of Trustees of Florida SouthWestern State College and the Florida SouthWestern State College Financing Corporation have caused this SUPPLEMENTAL LEASE AGREEMENT to be executed in duplicate, either of which may be considered an original, the day and year first above written.

WITNESSES:

[Signature]
Carl L Coleman
(print name)

[Signature]

London Saunders
(print name)

THE DISTRICT BOARD OF TRUSTEES
OF FLORIDA SOUTHWESTERN STATE COLLEGE

By: [Signature]
Its: CHAIR

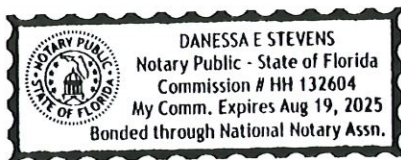
Dated: APRIL 6, 2022

Approved as to Form:

[Signature]
Carl J. Coleman, General Counsel

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 6 day of April 2022, by CHRIS CUMMINGHAM as Chairman of The Board of Trustees of Florida SouthWestern State College, CHRIS CUMMINGHAM who is personally known to me or _____ who has produced _____ as identification.



[Signature]
Print Name: DANESSA E. STEVENS
Notary Public
State of Florida at Large
My Commission Expires:

WITNESSES:
CORPORATION

Gina Doede

Gina Doede

(print name)

John Sals

John Sals

(print name)

FLORIDA SOUTHWESTERN STATE COLLEGE
FINANCING CORPORATION

By: Randall Parris

Its: Chairman

Dated: 05/17/2022

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of MAY
2022 by DR. RANDALL PARRIS as Chairman of The Board of Directors of Florida SouthWestern
State College Financing Corporation, _____ who is personally known to me or
_____ who has produced _____ as identification.

Danessa E. Stevens

Print Name: DANESSA STEVENS

Notary Public

State of Florida at Large

My Commission Expires:

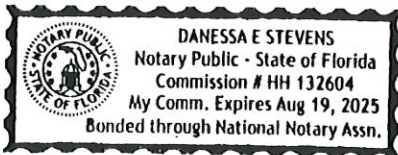


EXHIBIT "A"
TO
SUPPLEMENTAL LEASE AGREEMENT

EXHIBIT "B"
TO
SUPPLEMENTAL LEASE AGREEMENT

**LEGAL DESCRIPTION
FSW BALLFIELDS
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**




A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2011000008371 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 22; THENCE, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22, S.89°01'15"W., 662.78 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2011000008371 OF THE AFOREMENTIONED PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE, ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED LANDS, S.00°40'35"E., 1,324.72 FEET; THENCE, LEAVING THE BOUNDARY OF SAID DESCRIBED LANDS, S.89°03'47"W., 610.32 FEET TO A POINT LYING ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2011000008371 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE, ALONG THE BOUNDARY OF SAID DESCRIBED LANDS FOR THE FOLLOWING FIVE (5) COURSES:

1. S.89°03'47"W., 670.92 FEET;
2. N.00°00'35"E., 787.76 FEET;
3. S.89°06'15"W., 668.22 FEET;
4. N.00°05'04"E., 535.23 FEET;
5. N.89°01'15"E., 1,932.92 FEET

TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 46.92 ACRES, MORE OR LESS.

Florida SouthWestern State College Financing Corporation Agenda Item Summary	
Meeting Date: 5/17/2022	
1. Title: Lee Campus Baseball/Softball Fields Construction Contract 2. Action Requested/Purpose: Approve the baseball/softball fields Guaranteed Maximum Price (GMP) with Skanska as follows: Phase I (a) \$792,437. and Phase I (b) \$2,982,537. Phase I (b) is contingent on the successful closing of the broadband sale. 3. Fiscal Impact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A 4. Funding Source: Operating Fund Balance Amount: \$ 3.9 million (not to exceed) 5. Administration Recommendation: The Administration recommends that the FSW Finance Corp Board approve the baseball/softball fields Guaranteed Maximum Price (GMP) with Skanska as follows: Phase I (a) \$792,437. and Phase I (b) \$2,982,537. Phase I (b) is contingent on the successful closing of the broadband sale. In addition, authorize President to execute all contracts and documents up to the approved amount.	
6. Agenda Item Type: <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	7. Requirement/Purpose (Include Citation) <input checked="" type="checkbox"/> Statute 287.057 <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
8. Background Information: Currently the Colleges baseball and softball teams play at the City of Palms Park in downtown Fort Myers. The College has been informed that the fields may not be available for future use. Florida SouthWestern State College is seeking to construct its own fields on the Lee Campus. The proposed project includes one new Softball and one new Baseball field designed to be built on the Northern 6 acres of the Lighthouse Commons leased space. The ballfields will meet National Junior College Athletic Association regulations for the design and build of Softball and Baseball fields. Each field will consist of artificial turf, dugouts, vinyl fencing, scoreboards and bleachers along with restrooms for the athletes and public. Upon Finance Corp. approval, a contract with Skanska has been negotiated to fast track construction through the summer and fall allowing FSW ball teams to begin practice and play around January 1 st 2023. The fields have been designed to allow future phases including structures such as permanent seating, concession stand, press boxes and clubhouse/locker rooms.	
Requested by:	 <small>Mathew Mason (May 13, 2022 14:45 EDT)</small> Mat Mason, Director, Facilities Management and Construction
Funding Verified by:	 <small>Gina Doeble (May 14, 2022 08:02 EDT)</small> Vice President of Operations/CFO
Approved for Agenda by:	 President

SKANSKA

Executive Summary

Skanska USA Building Inc. is pleased to present its Guaranteed Maximum Price (GMP) Proposal pursuant to the current Continuing Services Agreement for Construction Management At-Risk Services for Construction Projects for the FSW Baseball/Softball Complex located at the Lee Campus.

We have, to the best of our ability, provided you with a complete scope of work based on our understanding of the project.

Our GMP proposal includes the cost of all construction labor identified for this project based on current pricing at the time this proposal was developed.

From this data and our current understanding of the schedule and logistics issues involved with the project, we have arrived at a present Proposed Guaranteed Maximum Price of **Three Million, Seven Hundred and Seventy Four Thousand, Nine Hundred and Seventy Four (\$3,774,974)**. A schedule of Values is included in this GMP Proposal.

This GMP Proposal and its contents shall be an amendment to the current Continuing Services Agreement for Construction Management At-Risk Services dated July 1, 2021.

Sincerely,



Bob Kramer
Vice President – Account Manager
Skanska USA Building Inc.

SKANSKA

GMP Proposal Approval and Owner Agreement Amendment

Should Florida SouthWestern State College wish to proceed with this work, please provide the appropriate signatures of authorization below and return one original for our records.

We appreciate the opportunity to present you with this proposal and look forward to working with you and your staff.

Should you have any questions or require additional information, please contact me directly.

Sincerely,



Bob Kramer
Vice President – Account Manager
Skanska USA Building Inc.

cc. Tracy Hunt
Danny Youngsman

Accepted by:

Florida SouthWestern State College
Dr. Jeffery Allbritten
President

Date: _____

SKANSKA

Section One – Drawing Log/Cost Summary

Section Two - Guaranteed Maximum Price Proposal

Section Three – General Qualifications

Section Four – Construction Schedule

Section Five – Site Logistics Plan



Section One

Drawing Log/Cost Summary

Our Proposal is based on the following contract documents:

Drawing/Specification	Drawing Title	Issue Date
A0.01	EXTERIOR ASSEMBLIES	3/23/2022
A1.01	PHASE 1 - BLEACHER FLOOR PLANS	3/23/2022
A2.01	PHASE 1 - ELEVATIONS	3/23/2022
A6.01	DOOR AND FRAME TYPES & DETAILS	3/23/2022
AS0.01.1	ARCHITECTURAL SITE PLAN - PHASE 1	3/23/2022
AS0.02	BASEBALL & SOFTBALL FIELD PLANS	3/23/2022
AS0.03	SITE DETAILS	3/23/2022
C01	COVER SHEET	3/23/2022
C02	GENERAL NOTES & ABBREVIATIONS	3/23/2022
C03	AERIAL PHOTOGRAPH	3/23/2022
C04	EXISTING CONDITIONS & DEMOLITION PLAN	3/23/2022
C05	EROSION CONTROL PLAN	3/23/2022
C06	SITE PLAN	3/23/2022
C07	DRAINAGE PLAN	3/23/2022
C08	GRADING PLAN	3/23/2022
C09	UTILITY PLAN	3/23/2022
C10	WATER MAIN PLAN & PROFILE	3/23/2022
C11	TYPICAL DETAILS	3/23/2022
C12	TYPICAL SECTIONS	3/23/2022
R01	FDOT DETAILS	3/23/2022
R02	UTILITY DETAILS	3/23/2022
D0.01	SITE PLAN DEMOLITION	3/23/2022
E0.01	ELECTRICAL COVER SHEET	3/23/2022
E0.10	SITE PLAN - ELECTRICAL	3/23/2022
E5.01	DETAILS - ELECTRICAL	3/23/2022
E6.01	RISER DIAGRAM AND SCHEDULES	3/23/2022
G0.01	COVER SHEET	3/23/2022
G0.02	SHEET INDEX	3/23/2022
G0.03	GENERAL INFORMATION & CODE ANALYSIS	3/23/2022
G0.04	ACCESSIBILITY NOTES	3/23/2022

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Section One Drawing Log/Cost Summary

S0.01	GENERAL NOTES & WIND PHASE I	3/23/2022
S1.01	FOUNDATION PLAN PHASE 1	3/23/2022
S2.01	DUGOUT ROOF FRAMING PLAN PHASE 1	3/23/2022
S5.01	TYPICAL DETAILS	3/23/2022
S5.02	FOUNDATION DETAILS	3/23/2022
S5.03	DUGOUT ROOF FRAMING DETAILS	3/23/2022
000110	TABLE OF CONTENTS	3/23/2022
011000	SUMMARY	3/23/2022
012500	SUBSTITUTION PROCEDURES	3/23/2022
012600	CONTRACT MODIFICATION PROCEDURES	3/23/2022
012900	PAYMENT PROCEDURES	3/23/2022
013100	PROJECT MANAGEMENT AND COORDINATION	3/23/2022
013200	CONSTRUCTION PROGRESS DOCUMENTATION	3/23/2022
013300	SUBMITTAL PROCEDURES	3/23/2022
015000	TEMPORARY FACILITIES AND CONTROLS	3/23/2022
017700	CLOSEOUT PROCEDURES	3/23/2022
017900	DEMONSTRATION AND TRAINING	3/23/2022
033000	CAST-IN-PLACE CONCRETE	3/23/2022
051200	STRUCTURAL STEEL FRAMING	3/23/2022
061063	EXTERIOR ROUGH CARPENTRY	3/23/2022
079200	JOINT SEALANTS	3/23/2022
081113	HOLLOW METAL DOORS AND FRAMES	3/23/2022
087100	DOOR HARDWARE	3/23/2022
099113	EXTERIOR PAINTING	3/23/2022
103500	FLAGPOLES	3/23/2022
114800	ATHLETIC EQUIPMENT	3/23/2022
131260	ALUMINUM SEATING SYSTEM	3/23/2022
321813	SYNTHETIC GRASS SURFCES	3/23/2022
323113	CHAIN LINK FENCE AND GATES	3/23/2022
324100	SITE IMPROVEMENTS AND AMENITIES	3/23/2022
329114	BALL DIAMOND CLAY	3/23/2022



Section One
Drawing Log/Cost Summary

Our Proposal includes the cost of all materials based on current pricing at the time this proposal was developed. These prices are projected to be valid for thirty (30) calendar days.



Skanska USA Building Inc.

Project: FSW Baseball/Softball Complex - Purchase Order 1

Project #: 2321010

Est. Type: GMP Deliverable

Date: Friday, May 13, 2022

Schedule of Values				
Description	Unit of Measure	Bid Amount	Subcontractor/Company Name	
03a	Concrete	Lump Sum	\$0	Burke Construction
04a	Masonry	Lump Sum	\$0	Burke Construction
05a	Structural Metals	Lump Sum	\$0	Burke Construction
05b	Misc. Metals	Lump Sum	\$0	Burke Construction
07a	Waterproofing/Caulking	Lump Sum	\$0	Burke Construction
08a	Doors/Frames/Hardware	Lump Sum	\$0	Burke Construction
09j	Painting	Lump Sum	\$0	Burke Construction
11b	Misc. Sports Equipment	Lump Sum	\$0	Burke Construction
22a	Plumbing	Lump Sum	\$0	Stahlman-England Irrigation
26a	Site Electrical	Lump Sum	\$20,000	Southwest Electrical
31a	Earthwork / Grading / Utilities	Lump Sum	\$451,283	Burke Construction
32a	Site Improvements / Ball Fields (Base and Turf)	Lump Sum	\$200,000	Burke Construction
32b	Site Improvements / Fencing	Lump Sum	\$0	Burke Construction
32c	Landscape / Irrigation	Lump Sum	\$0	Stahlman-England Irrigation
Direct Cost of Work Subtotal			\$671,283	
Miscellaneous Work				
01320	Surveying	Lump Sum	\$0	Skanska
01330	Material Testing	Lump Sum	\$0	Skanska
01401	Field Toilets	Lump Sum	\$6,610	Skanska
01402	Waste Management	Lump Sum	\$12,000	Skanska
01403	Temporary Labor	Lump Sum	\$0	Skanska
Miscellaneous Work Subtotal			\$18,610	
Cost of Work Subtotal			\$689,893	
	General Conditions - Labor	As Billed	\$24,960	Skanska
	General Requirements - Non-Labor	As Billed	\$0	Skanska
	Builder's Risk Insurance (provided by FSW)	0.00%	\$0	FSW
	Payment And Performance Bond	0.44%	\$16,613	Skanska
Subtotal Of Costs			\$731,466	
	CM Fee	6.50%	\$47,545	Skanska
	Construction Contingency	2.00%	\$13,426	Skanska
Subtotal Of Costs Including CM Fee			\$792,437	

SKANSKA

Skanska USA Building Inc.

Project: FSW Baseball/Softball Complex - Purchase Order 1
 Project #: 2321010
 Est. Type: GMP Deliverable
 Date: Friday, May 13, 2022

General Conditions				
Cost Code	Construction Team	Unit of Measure	Billing Rate	Budget
Project Management				
01180500	Account Manager	0	Not Invoiced	Not Invoiced
01180500	Project Director - Bob Kramer	0	\$140.00	\$0.00
01180500	Project Manager/Superintendent	160	\$78.00	\$12,480.00
01180500	Assistant Project Manager	0	\$65.00	\$0.00
01180500	Contract Administrator	0	\$58.00	\$0.00
01180500	Project Accountant	0	\$58.00	\$0.00
Site Supervision				
01180500	Assistant Superintendent	160	\$78.00	\$12,480.00
Reimbursable Expenses				
01801500	Billable Expenses (General and Office Supplies, Check Processing Fees, etc.).	As Invoiced		\$0.00
Total Labor				\$24,960.00

SKANSKA

Skanska USA Building Inc.

Project: FSW Baseball/Softball Complex - Purchase Order 2

Project #: 2321010

Est. Type: GMP Deliverable

Date: Friday, May 13, 2022

Schedule of Values				
Description	Unit of Measure	Bid Amount	Subcontractor/Company Name	
03a	Concrete	Lump Sum	\$240,208	Burke Construction
04a	Masonry	Lump Sum	\$31,699	Burke Construction
05a	Structural Metals	Lump Sum	\$44,877	Burke Construction
05b	Misc. Metals	Lump Sum	\$6,300	Burke Construction
07a	Waterproofing/Caulking	Lump Sum	\$0	Burke Construction
08a	Doors/Frames/Hardware	Lump Sum	\$0	Burke Construction
09j	Painting	Lump Sum	\$19,262	Burke Construction
11b	Misc. Sports Equipment	Lump Sum	\$215,655	Burke Construction
22a	Plumbing	Lump Sum	\$0	Stahlman-England Irrigation
26a	Site Electrical	Lump Sum	\$98,000	Southwest Electrical
31a	Earthwork / Grading / Utilities	Lump Sum	\$419,740	Burke Construction
32a	Site Improvements / Ball Fields (Base and Turf)	Lump Sum	\$1,265,000	Burke Construction
32b	Site Improvements / Fencing	Lump Sum	\$179,962	Burke Construction
32c	Landscape / Irrigation	Lump Sum	\$52,400	Stahlman-England Irrigation
Direct Cost of Work Subtotal			\$2,573,103	
Miscellaneous Work				
01320	Surveying	Lump Sum	\$10,000	Skanska
01330	Material Testing	Lump Sum	\$7,500	Skanska
01401	Field Toilets	Lump Sum	\$0	Skanska
01402	Waste Management	Lump Sum	\$0	Skanska
01403	Temporary Labor	Lump Sum	\$8,000	Skanska
Miscellaneous Work Subtotal			\$25,500	
Cost of Work Subtotal			\$2,598,603	
	General Conditions - Labor	As Billed	\$138,580	Skanska
	General Requirements - Non-Labor	As Billed	\$15,000	Skanska
	Builder's Risk Insurance (provided by FSW)	0.00%	\$0	FSW
	Payment And Performance Bond	0.44%	\$0	Skanska
Subtotal Of Costs			\$2,752,183	
	CM Fee	6.50%	\$178,892	Skanska
	Construction Contingency	2.00%	\$51,462	Skanska
Subtotal Of Costs Including CM Fee			\$2,982,537	

SKANSKA

Skanska USA Building Inc.

Project: FSW Baseball/Softball Complex - Purchase Order 2
 Project #: 2321010
 Est. Type: GMP Deliverable
 Date: Friday, May 13, 2022

General Conditions				
Cost Code	Construction Team	Unit of Measure	Billing Rate	Budget
Project Management				
01180500	Account Manager	0	Not Invoiced	Not Invoiced
01180500	Project Director - Bob Kramer	0	\$140.00	\$0.00
01180500	Project Manager/Superintendent	960	\$78.00	\$74,880.00
01180500	Assistant Project Manager	500	\$65.00	\$32,500.00
01180500	Contract Administrator	0	\$58.00	\$0.00
01180500	Project Accountant	0	\$58.00	\$0.00
Site Supervision				
01180500	Assistant Superintendent	400	\$78.00	\$31,200.00
Reimbursable Expenses				
01801500	Billable Expenses (General and Office Supplies, Check Processing Fees, etc.).	As Invoiced		\$0.00
Total Labor				\$138,580.00

Florida Southwestern State College
 8099 College PKWY
 Ft. Myers, FL 33919



EXECUTIVE SUMMARY
 Phase 1 GMP FSW Baseball & Softball Complex
 Friday, May 13, 2022

Site (Acres) \$ 10
 Gross Square Footage (GSF) \$ -

Direct Cost of Work Subtotal:					
Direct Cost of Work				\$	3,244,386
Direct Cost of Work:				\$	3,244,386
General Conditions					
General Conditions - Labor				\$	163,540
General Requirements				\$	59,110
Insurances & Bonds:					
Skanska P&P Bond on this package	0.44%	On Total Project Cost		\$	16,613
Subtotal of Costs:				\$	3,483,649
Design Fees		NIC			
Preconstruction	0.00%	Lump Sum		\$	-
Overhead & Fee on this package	6.50%	On Total		\$	226,437
Construction Contingency	2.00%			\$	64,888
Total Construction Cost:				\$	3,774,974

FSW State College

Phase 1 GMP FSW Baseball & Softball Complex
Ft. Myers, FL



Cost Summary

May 13, 2022

Pkg	Package Description	Summary Totals	Notes
01a	General Conditions	\$163,540	Skanska
01b	General Requirements	\$75,723	Skanska
03a	Concrete	\$240,208	Burke Construction
04a	Masonry	\$31,699	Burke Construction
05a	Structural Metals	\$44,877	Burke Construction
05b	Misc. Metals	\$6,300	Burke Construction
07a	Waterproofing /Caulking	\$0	Burke Construction
08a	Door / Frames / Hardware	\$0	Burke Construction
09j	Painting	\$19,262	Burke Construction
11b	Misc. Sports Equipment	\$215,655	Burke Construction
22a	Plumbing	\$0	Stahlman-England Irrigation
26a	Site Electrical	\$118,000	Southwest Electrical
31a	Earthwork / Grading / Utilities	\$871,023	Burke Construction
32a	Site Improvements / Ball Fields	\$1,465,000	Burke Construction
32b	Site Improvements / Ball Fields Fencing	\$179,962	Burke Construction
32c	Landscape / Irrigation	\$52,400	Stahlman-England Irrigation
Total: Cost of Work		\$3,244,386	

Detail Cost of Work Summary

May 13, 2022

Pkg #	Description	Qty	Unit	Unit Cost	Total	Notes
	General Conditions - Labor					Included
01a	General Conditions				\$163,540	

	Surveying					Included
	Waste Management					Included
	Field Toilets					Included
	Material Testing					Included
	Temporary Labor					Included
	General Requirements - Non Labor					Included
	Payment and Performance Bond					Included
01b	General Requirements				\$75,723	

Pkg #	Description	Qty	Unit	Unit Cost	Total	Notes
	C.I.P Concrete					
	F20W 2'x1' Continuous Wall Footing 215 lf (Baseball Dugout)					Not Included
	F20W 2'x1' Continuous Wall Footing 196 lf (Softball Dugout)					Not Included
	F20W 2'x1' Continuous Wall Footing 114 lf (Baseball Backstop)					Included
	F20W 2'x1' Continuous Wall Footing 95 lf (Softball Backstop)					Included
	4" Monolithic Slab on Grade (Baseball) Dugout					Included
	4" Monolithic Slab on Grade (Softball) Dugout					Included
	Secondary Pour @ Block-outs for Steel Columns 4" Monolithic Slab on Grade (Baseball)					Not Included
	Secondary Pour @ Block-outs for Steel Columns 4" Monolithic Slab on Grade (Softball)					Not Included
	B1 Concrete Beam @ Dugout Roof Slab (Baseball)					Not Included
	TB1 Concrete Beam @ Dugout CMU Wall (Baseball)					Not Included
	B1 Concrete Beam @ Dugout Roof Slab (Softball)					Not Included
	TB1 Concrete Beam @ Dugout CMU Wall (Baseball)					Not Included
	6" Reinforced Concrete Roof w/ Caulked Joints As Necessary (Baseball)					Not Included
	6" Reinforced Concrete Roof w/ Caulked Joints As Necessary (softball)					Not Included
	Subsoil Termite Treatment Dugouts					Included
	Subsoil Termite Batting Cages					Included
	Misc. Site Concrete					
	Scoreboard Foundations					Included
	4" Monolithic Slabs at Terraced Area					Not Included
	4" Monolithic Slabs at Proposed Bittings Cages					Included
	4" Monolithic Slabs at Proposed Bull Pens, Pitchers Mounds					Included
	4" Concrete Sidewalks					Included
	4" Temporary Slab for Portable Bleachers					Not Included
	Gravel w/ Filter Fabric in Lieu of Hardscape					Included
	Handicap Ramps w/ Detectable Warning					Included
	Handicap Spaces in Lot (6" Concrete)					Included
	Dumpster & Enclosure Foundation					Included
	Clay Well Foundation					Included
03a	Concrete				\$240,208	

	CMU Walls Softball					Included
	CMU Walls Baseball					Included
	Softball Low Masonry Backstop Wall Per H14 on A3.12 (Foundation & C.I.P. Cap Included)					Included

Pkg.#	Description	Qty	Unit	Unit Cost	Total	Notes
	Baseball Low Masonry Backstop Wall Per H14 on A3.12 (Foundation & C.I.P. Cap Included)					Included
	Segmental Gravity Retaining Wall in Lieu of C.I.P.					Not Included
	Dumpster & Enclosure CMU (Conc. Beam Cap)					Included
	Clay Well CMU					Included
04a	Masonry				\$31,699	
	Baseball					
	Galv. HSS 6x6x5/8 Dugout Columns 10' Tall (6 ea.)					Not Included
	Galv. HSS 8x8x1/2 Net Supports 40' Tall (4 ea.)					Not Included
	Scoreboard Columns (2 ea.)					Included
	Anchor Bolts Supply					Included
	Softball					
	Galv. HSS 6x6x5/8 Dugout Columns 10' Tall (6 ea.)					Not Included
	Galv. HSS 8x8x1/2 Net Supports 40' Tall (4 ea.)					Not Included
	Scoreboard Columns (2 ea.)					Included
	Anchor Bolts Supply					Included
	Hoisting					Included
05a	Structural Metals				\$44,877	
	Steel Bollards					Included
	Decorative Metal Gates @ Dumpster Enclosure (See 32a Site Improvements Fencing)					Included
05b	Misc. Metals				\$6,300	
	Fluid Applied Waterproofing on Roof - Softball					Not Included
	Fluid Applied Waterproofing on Roof - Baseball					Not Included
	Misc. Caulking @ Dugouts					Not Included
07a	Waterproofing/Caulking				\$0	
	Baseball					
	Single Hollow Metal Frames, 3-Sided, Welded 3'-0"x7'-0"					Not Included
	Hollow Metal Doors					Not Included
	Door Hardware					Not Included
	Installation					Not Included
	Baseball					
	Single Hollow Metal Frames, 3-Sided, Welded 3'-0"x7'-0"					Not Included
	Hollow Metal Doors					Not Included
	Door Hardware					Not Included
	Installation					Not Included
08a	Door / Frames / Hardware				\$0	

Pkg #	Description	Qty	Unit	Unit Cost	Total	Notes
	Baseball & Softball					
	Paint Dugout Walls & Ceiling					Not Included
	Paint Doors and Frames - Bathrooms					Not Included
	Paint Columns - DTM @ Dugouts					Not Included
	Paint Battereye Columns - DTM @ Baseball Only					Not Included
	Fluid Applied Waterproofing on Roof - Softball					See Div. 7
	Fluid Applied Waterproofing on Roof - Baseball					See Div. 7
	Misc. Caulking @ Dugouts					Not Included
	Paint Netting Steel Columns					Included
	Paint Backstop Walls					Included
	Misc. Site Painting					Included
	Paint Steel Bollards					Included
	Paint Dumpster Enclosure					Included
	Paint Clay Well					Included
	Paint Scoreboard Columns					Included
	Paint Touch-up Allowance					Included
09j	Painting				\$19,262	

	Baseball Dugout Equipment					
	Jaypro Sports Aluminum Benhes PB-15 & PB-75 Or Approved Equal					Included
	Softball Bat & Helmet Rack Sportfiel Specialties, Inc. Model SUAHCBSBL (LG-BH-AW-AL) Or Approved Equal					Included
	Softball Dugout Equipment					
	Jaypro Sports Aluminum Benhes PB-15 & PB-75 Or Approved Equal					Included
	Softball Bat & Helmet Rack Sportfiel Specialties, Inc. Model SUAHCBSBL (LG-BH-AW-AL) Or Approved Equal					Included
	Misc. Site Equipment					
	Batters Eye per Plan & Specs. (Basebal)					Not Included
	Storage Shed Allowance					Included
	Sportfield Specialties Inc. Model BTTBD Premium Batting Cage or Approved Equal (1 5/8" Powder Coated Steel Tubing 12' H x 14' W x 65' L					Included
	- Beartrap Net w/ Integrated Door, UV Inhibitors, Moisture Resistant, High Strength Polymer Fiber, Fade Resistant Black Carbon-Based Dye, Net On All Sides and Above Head. Or Equal					Included
	Temporary Portable Bleachers Rental Allowance (Rental Bleachers, Inc.)					Included
	Gravel in Lieu of Hardscape					Included
	Daktronics Or Equal Softball & Baseball Scoreboards w/ Shipping & Installation					Included
	-Foundations, Erection Equipment, & Labor Included					Included
	-Upgrade to Wireless Options w/ Bluetooth Technology for Scoring via Phone Mobile App					Included
	Softball Field Tarp					Not Included
	Softball 2" Foam Padding (AAE BBS-35/WA Woodless Backstop or Equal 32 ea. 3'x4')					Included
	Baseball 2" Foam Padding AAE BBS-35/WA Woodless Backstop or Equal 37 ea. 3'x4')					Included
11b	Misc. Sports Equipment				\$215,655	

	Hose Bib @ Clay Well					Not Included
22a	Plumbing				\$0	

	Site Electrical Per E0.01, E0.10					
	Temporary Power Allowance					Included
	Demo Existing Light Pole Per C06 of Civil Plans					Included
	Surveying/Layout / Certified As-Built Data Allowance					Included

Pkg #	Description	Qty	Unit	Unit Cost	Total	Notes
	Protect Existing Electrical Handhole					Included
	Install (3) 2" Conduits Provided by Utility Company					Included
	Concrete Pad for New Utility Company 277/480V, 3 AMP Transformer					Included
	CT Meter Provided by Utility Company					Included
	Provide Meter Enclosure On Concrete Pedestal (Meter by Utility Company)					Included
	Provide (3) 4" Conduits with Pull Strings for Electrical Service Conductors (See Keynote 5)					Included
	Provide 30A, 2P, 240V HD, Nemas 3R Disconnect Switches for Scoreboards (See Keynote 6)					
	Provide (3) 4" Conduits with Pull Strings for For Future Building Electrical Service (See Keynote 7)					
	Provide Electric Handhole Flush with Grade and Labeled Cover for Electrical Conduits (See Keynote 8)					Included
	Provide (1) 1" Spare Conduit with Pull String Back to Baseball IDF Room for Future Low Voltage (See Keynote 10)					Included
	Provide (1) 3" Spare Conduit with Pull String Back to Softball IDF Room for Future Low Voltage (See Keynote 11)					Included
	Panelboards A & B (See Keynotes 12, 15, 16)					Included
	GFI Receptacles for Batting Cages (See Key Note 13)					Included
	Temp. Restroom Modular Panel Board (See Keynote 14)					Included
	Flag Pole Light Power and Fixture					Not Included
	Substitute Copper Conductors with aluminum for feeders 100a and Larger					Included
	Delete Spare 3" Conduit and 1" Low Voltage Conduits for Scoreboards					Included
26a	Site Electrical				\$118,000	
	Overall Site 10 Acres					
	General Requirements / Mobilization					
	Mobilization / Transport & Operations					Included
	Temp. Construction Fencing with Scrim & Gates - Laydown Area					Included
	Temp. Construction Fencing with Scrim & Gates - Site					Included
	Stabilized Construction Entrance (Soil Tracking Prevention)					Included
	Surveying/Layout / Certified As-Built Data					Included
	SWPPP - Set Up and Maintain					Included
	Floating Turbidity Barrier					Included
	Erosion Control - Turbidity Dam					Included
	Silt Fencing - Maintained					Included
	Inlet Protection					Included
	Maintenance of Traffic Allowance					Included
	Dust Control/Street Sweeping Allowance					Included
	Demo / Preparation					
	Demo Existing Asphalt Parking Lot w/ wheel stops and Base Rock					Included
	Demo Existing Parking Lot Curbs					Included
	Underground Utilities Demo See Site Drainage & Utilities					Included
	Demo Existing Hardscape/Handicapped Ramps					Included
	Demo (4) Parking Spaces and base for New Dumpster Pad					Included
	Haul Demolition Debris					Included
	Dewatering					
	Dewatering Installation & Pump					Included
	Pre-treatment Allowance					Included
	Earthwork / Grading					
	Clear & Grubb					Included
	Strip & Balance Site (Dig, Backfill & Load)					Included
	Burn Debris w/ Permit (Air Curtain Incinerator)					Not Included
	Mulch In-Lieu of Incinerating					Included
	Shape (Stablize Banks 4:1) Pond & Swales					Included
	Excavate Cut Pond					Included
	Excavate Cut Site to Proposed Grades					Included
	On Site Relocation of Suitable Fill, Placed & Compacted					Included
	On Site Relocation of Suitable Fill for Pond, Placed & Compacted					Included
	On Site Relocation of Suitable Fill for Proposed Left/Right Field Terrace					Included
	Export Unsuitable Fill & Debris					Not Included
	Export Unsuitable Pond Fill					Not Included
	Stock-pile Cut in-lieu of Hauling Away					Included
	Proof-Roll & Compact Stripped Surface					Included

Pkg #	Description	Qty	Unit	Unit Cost	Total	Notes
	Stabilized Access					Included
	Dugout Pad Prep - (On Site Materials)					Included
	Fine Grading (Hardscape)					Included
	Valley Curb					Included
	Type "E" Curb					Included
	Striping/Signage Allowance					Included
	Dewatering (Minor Rain Water)					Included
	Site Drainage & Utilities					
	Meter fees - by Owner					Not Included
	Impact fees - by Owner					Not Included
	<i>Storm</i>					
	Demo Existing Catch Basins					Included
	Demo Existing 15" RCP					Included
	Demo Existing 18" RCP					Included
	Demo Existing Junction Box					Included
	Demo Existing Gutter Inlet					Included
	Demo Existing Mitered End Section					Included
	Adjust Existing Catch Basin Grate					Included
	36" RCP					Included
	24" RCP					Not Included
	18" RCP					Not Included
	Misc. Tie-ins, Wyes, Bends & Tees etc.... Included					Included
	Storm Pipe Inspection					Included
	Valley Gutter Inlets					Included
	Type C Inlets					Included
	36" Endwall Drainage Structures @ Pond					Included
	Rock, Brick and Invert Concrete					Included
	<i>Water</i>					
	Wet Tap into Existing 10" Water Main (10"x4" Tapping Sleeve)					Included
	4" PVC Water Main					Included
	Misc. Tees, Bends, Wyes					Included
	4" Gate Valve					Included
	Blow Off Valve Assembly					Included
	Cleanouts (Allowance, None Shown)					Included
	4" Meter & Backflow Preventer (Meter By Others)					Included
	2" PVC Water Lines Stubbed-up to Future Dugouts					Not Included
	2" PVC Water line with Hose-Bid in Valve Box Behind Softball Pitchers Mound					Included
	Misc. Valves, Tee, Bends, Wyes					Included
	Magnetic Marking Tape/Wire					Included
	Testing Chlorination / Pressure					Included
	<i>Sanitary Sewer</i>					
	Excavate Existing Manhole					Included
	Adjust Existing Sanitary Manhole Rim to Proposed Grade					Included
31a	Earthwork / Grading / Utilities				\$871,023	
	Base System for Turf Fields					Included
	-12" Permeable Fill Stabilized Subbase @ 95% Compaction					Included
	- Mirafi 140N or Approved Equal Non-Woven Filter Fabric					Included
	- All Inclusive Field Underdrainage System Per C10 & C13					Included
	- 4" No. 57 Stone					Included
	- 2" No. 89 Stone					Included
	- 6"x8" Concrete Curb with PT Nailer Boards Around the Perimeter of the Fields					Included
	Synthetic Turf Softball & Baseball Fields					Included
	-Astro Turf Rhino Blend 46 ozTurf with Permanent Marking for Softball and Baseball					Included
	- Eight Year Warranty					Included
	- *Note Softball Infield to be Clay.					Included
	-Field Perimeter Curbing					Included
	Synthetic Turf Batting Cages (Attached on Top of Concrete Pad (Softball & Baseball Fields)					Included
	Synthetic Turf with Clay Mounds @ Baseball (Attached on Top of Concrete Pad)					Included
	Synthetic Turf Softball Bull Pens (Attached on Top of Concrete Pad)					Included
	Softball Field Clay Infield					Not Included
	- 60:40 (sand:clay ratio, 60% sand and 40% clay) Infield					Not Included
	- Basis : 7,900 sf of Infield, 250 cy Compacted & Graded					Not Included

Pkg #	Description	Qty	Unit	Unit Cost	Total	Notes
32a	Site Improvements / Ball Fields				\$1,465,000	
	Softball & Baseball					
	Fencing with Gates as Necessary- All Inclusive					Included
	- 8' Black Vinyl Coated C.L. Fence @ Both Fields Around Perimeter from Dugout to Dugout					Included
	- 30' High Black Vinyl Coated C.L. Backstop or Netting Back Stop @ Softball & Baseball					Included
	- Fencetopper on Outfield Fences					Included
	- 24' High with Wing Foul Poles in Ground Sleeves					Included
	8' Black Vinyl Coated C.L. Fence @ Softball & Baseball Bullpens					Included
	8' Black Vinyl Coated C.L. Fence in front of Baseball Dugouts					Included
	8' Black Vinyl Coated C.L. Fence in Front of Softball Dugouts					Included
	Foul Poles					Included
	Metal Gates @ Dumpster Enclosure					Included
32b	Site Improvements / Ball Fields Fencing				\$179,962	
	Sod @ Retention Pond Embankments					Included
	Sod @ Retention Pond Embankments					Included
	Sod @ Swale					Included
	Sod @ Terrace (Allowance for Higher-End)					Included
	Sod @ Lake Maintenance Easment (L.M.E.) & Remaining Disturbed Areas					Included
	Imported Soil Additive for Lawn Areas- 2" depth					Not Included
	Irrigation System to Water Clay Field					Not Included
	Bid Adjust					
32c	Landscape / Irrigation				\$52,400	
	Direct Cost of Work Subtotal				\$3,244,386	
	Subtotal of Costs				\$3,483,649	



Section Three: General Qualifications

This section of the GMP Proposal describes modifications, design considerations and exclusions.

No cost or time has been accounted for in the GMP Proposal to address any items identified as "excluded". For those items that are clarified, qualified, and/or based upon an assumption, the GMP Proposal reflects only the cost and time of the element as assumed or clarified.

Skanska's GMP Proposal is based upon the following:

- The cost information identified under Section 2 of this proposal captioned "Package Summary"
- Existing Conditions
- Phase 1 Construction Drawings and Specifications Dated 3.21.2022
- Playable fields (turf fields, dugouts, scoreboards) by January 2, 2023.

Any revisions to the foregoing information will result in an equitable adjustment to the GMP Proposal and project schedule.

Assumptions and Clarifications

The estimated costs were developed based upon the existing field conditions along with the assumptions, clarifications, and design criteria presented under this section.

The following information represents the basis of our estimate and serves as the GMP Proposal.

General Assumptions and Clarifications

1. The only price guarantee within this GMP Proposal is that of the proposed Guaranteed Maximum Price Amount. There are no individual line item guarantees within the GMP Proposal. Individual line-item savings within the Guaranteed Maximum Price shall be allocated by Skanska to accommodate the needs of the project as described within this GMP Proposal.
2. The identified Labor Rates on the General Conditions Worksheet are agreed upon by the Owner. The identified Labor Rates shall remain fixed per position for the duration of construction activities. Such Labor Rates do not account for any overtime.
3. Skanska shall reserve the right to re-allocate the General Conditions Labor Budget Line Items within this specified budget as required during the progress of construction activities. Skanska shall also reserve the right to re-allocate the General Requirements Non-Labor Budget Line Items within this specified budget and within the General Conditions Labor Budget Line Items as required during the progress of construction activities.
4. Overtime or non-standard working hours are excluded.
5. Skanska has conditioned this GMP Proposal on the deadlines and due dates reflected in the Project Schedule attached to this GMP Proposal.
6. The overall review of the design documents is consistent with Skanska's role as construction manager and does not include reviewing design documents for errors and omissions that are otherwise the responsibility of the design team.

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Section Three: General Qualifications

7. Submittals for basis of design products are submitted for information purposes only.
8. As the construction area will be open to the elements during construction activities, FSW is to coordinate security oversight during non-work hours.
9. In establishing the price for the Guaranteed Maximum Price Deliverable, Skanska has assumed that reasonable substitutions may be made to specified materials except where otherwise noted. The alternates incorporated into this Deliverable are not in line with the procedural requirements of the Specifications. All alternates will be coordinated with FSW and the design consultants during the construction phase.
10. The GMP Proposal does not include the cost of a professional engineer's stamp on any subcontractor's or vendor's shop/fabrication drawings. Where the contract documents require that design information be provided by the Construction Manager, design information (including calculations and certifications) will be provided by trade contractors. The Construction Manager will rely on the trade contractors in so doing. The Guaranteed Maximum Price does not include any costs and expenses to conduct an independent review of such design information reflected in the construction documents, and do not include costs and expenses resulting from any deficiencies or inaccuracies in these calculations or certifications.

Trade Specific Assumptions and Clarifications

Bid Package 00 – General:

1. None.

Bid Package 03a – C.I.P Concrete:

1. Fibermesh will be utilized for slabs on grade or when wire mesh is not readily available or cost effective.
2. All 4" slabs on grade will be poured with a monolithic edge as shown on detail 12 on S5.0 to alleviate the potential for adjacent fill to undermine and to lessen the chance of cracking if there's a need to anchor any items to it.
3. Subsoil termite treatment will be used beneath the slabs in the dugout and batting cage areas.
4. Concrete beams and the 6" concrete roof slab is not included.

Bid Package 04a – Masonry:

1. Standard 8-inch concrete masonry units are planned for use to build the backstop stem walls in lieu of center scored block.
2. CMU for the dugouts is not included.

Bid Package 05a – Structural Metals:

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Section Three: General Qualifications

1. The cost to galvanize structural steel is not included.
2. HSS steel columns for the backstop netting system and dugouts are not included.

Bid Package 07a – Waterproofing / Caulking:

1. A fluid applied deck coating system for the dugout roofs is not included.

Bid Package 08a – Doors / Frames / Hardware:

1. Doors and door hardware is not included.

Bid Package 09J – Painting:

1. 5 gallons of each paint applied will be provided as attic stock.
2. 100 square foot mock-up of each paint system to be utilized are not included.
3. Subject to compliance and approval with specific product performance, we reserve the right to utilize Scott Paint, PPG, Sherwin Williams or others.

Bid Package 10a – Specialties

1. The Flagpole is not included in Phase 1.

Bid Package 11b – Misc. Sports Equipment:

1. Batter's Eye Systems are not included for Phase 1.
2. The backstop netting system is inclusive of netting and poles in lieu of using HSS steel columns.
3. This proposal is based upon taking the deduct of \$158,483 for (4) Prefabricated, Pre Engineered Fenced dugouts in lieu of CMU and concrete roof structure.

Bid Package 13a – Aluminum Seating Systems:

1. A rental duration of four months for temporary portable bleacher systems are included for Phase 1 for both baseball and softball fields and will sit atop a 4" gravel bed with a filter fabric underneath. Hardscape will be placed on the sides and in front of the bleacher systems for safety.

Bid Package 22a – Plumbing:



Section Three: General Qualifications

1. No hose bibbs or irrigation are included.

Bid Package 26a – Electrical:

1. The flagpole power and light fixture are not included.
2. This proposal is based on utilizing aluminum in lieu of copper conductors for feeders 100a and larger.
3. The spare 3" and 1" conduits and pull strings for low voltage to the scoreboards are not included.

Bid Package 31a – Earthwork / Grading / Utilities:

1. Excess fill will be stockpiled or placed on site in lieu of hauling it away.
2. Cleared and grubbed debris will be mulched in lieu of incinerating on site.

Bid Package 32a – Site Improvements:

1. A six-inch slab will be poured for the newly created handicap parking in lieu of patching the asphalt and base.
2. An allowance is included to supply and install metal gates at the dumpster enclosure shown on detail G1 on AS0.03 of the Site Details. Specific details for the gates or hardware have not been provided.
3. An allowance is included to supply and install up to 116,000 sf of Bahia sod at the pond embankments, swales and other disturbed areas.
4. An irrigation system for the softball clay infield is not included.
5. In lieu of the Saltex MTRX 50 synthetic turf system, we propose to supply and install the synthetic turf system Astro Turf Rhino Blend 46 oz as distributed by Turf America.
6. This Proposal for Phase 1 is based on a \$74,000 savings for Skanska and our designated Trade-Partner to work collaboratively with BSSW Architects, Johnson Engineering and FSW to provide a design-assisted system utilizing proprietary techniques for the athletic fields drainage and sub-base. All out-fall structures will remain in the same locations as currently designed per EOR plans.
7. This proposal is based upon supplying and installing the synthetic turf system in the softball field infield. This proposal does not included installing the clay well or providing water for the clay infield.

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Section Three: General Qualifications

Value Engineering Estimates:

1. Deduct (\$39,000) – To supply and install the synthetic turf system Astro Turf Rhino Blend 42 oz.
2. Deduct (\$15,500) – To install clay in the softball infield.

Estimated Owner Direct Purchase Savings:

1. Base Bid – AstroTurf Rhino Blend 46 oz (\$23,000)
2. VE Turf – Astro Turf Rhino Blend 42 oz (\$20,000)
3. Prefabricated Dugouts (\$7,000)

General Exclusions

GMP excludes the following:

1. Aerial Photographs.
2. Property taxes or business operations taxes. Payroll taxes associated with labor required to construct the project are included. Sales tax on material is included in the project cost.
3. Property, business operations and other taxes related to the property and the operation of the project.
4. General Conditions overtime. Such overtime may be reimbursed via a contingency adjustment in coordination with the Owner.
5. All permit and public agency review costs and fees. Such costs are to be paid directly by the Owner.
6. All costs associated with sitework required impact fees, connection fees or other similar governmental or utility fees.
7. Any costs associated with environmental remediation work including, but not limited to: environmental engineering, permitting, hazardous or contaminated soils, hazardous waste, or asbestos removal, on-site treatment, soil importation / exportation, environmental permit fees, hazardous substance removal, radon mitigation, special liners, leachate collection systems, ground water treatment, disposal, transport of any kind.
8. Any costs associated with site related issues as far as de-mucking, undercutting, soil stabilization or over excavation, except as specified in the Construction Documents.



Section Three: General Qualifications

9. All work associated with hazardous materials including but not limited to, asbestos, lead, petrochemicals, arsenic (beyond what has been explicitly identified on the construction documents), or any other hazardous material abatement, handling and/or remediation.
10. Any costs associated with archaeological remediation.
11. Any reference to minimum participation requirements by disadvantaged business enterprises (DBE) inclusive of WBE and MBE.
12. Performance and Aesthetic mock ups and prototypes that will not be incorporated into the permanent work.
13. All product testing not previously completed by the manufacturers.
14. Any Statements of Responsibility.
15. All Special Testing.
16. Schedule cost loading activities.
17. Waste management plans and cost/revenue analysis.
18. Construction Market Analysis and Prospective Subcontractors/Supplier Reports.
19. Costs associated with power and utility company fees and charges. Power and water to be provided by the Owner.
20. Threshold Inspections.
21. All AESS requirements.
22. Any commissioning services.
23. Seismic loading requirements.
24. Subsurface investigation and unforeseen conditions.
25. Builders Risk Insurance is excluded.
26. Temporary Skanska field office.
27. Temporary utility charges.
28. Manufacturer required inspections, testing and site visits.
29. Any recycled content data.
30. Any LEED or sustainable design information, product data or submittals.

Warranty Considerations

This GMP proposal work includes one year standard warranties (commencing upon substantial completion) provided by the subcontractors involved in the construction activities.



Section Three: General Qualifications

Any special or extended warranties are excluded.

Any warranties associated with Termite Infestation are excluded.

All service warranties and/or guarantees and all service agreements are excluded.

General Qualifications

1. Property, business operations and other taxes related to the Property and the operation of the project have not been included.
2. Permit fees are not included.
3. There have been no constraints to the work in regard to the noise generation, vibration generation or working hours; therefore, we have assumed limits consistent with industry standards and have not included any special consideration to limit this.
4. The Guaranteed Maximum Price Proposal assumes unfettered, legal access to the Project Site at all times.
5. Public Agency reviews or approvals and associated fees are excluded.
6. The GMP Proposal description for an item will take precedence over conflicting information in the plans, specifications or other contract documents.
7. Escalation has not been included or otherwise accounted for. This estimate assumes a construction start in June 2022.
8. The owner shall be responsible for all inspections and testing including but not limited to Threshold Inspections, Certified Weld Inspections, Weld Testing, Fire Marshall Inspections, Building Inspections, Mechanical Inspections, Electrical Inspections, Plumbing Inspections and Civil Inspections.
9. The GMP does not include the cost of a professional engineer's stamp on any subcontractor's or vendor's shop/fabrication drawings. Where contract documents require that design information be provided by the Construction Manager, Design information (including calculations and certifications) will be provided by trade contractors. The Construction Manager will rely on the trade contractor's in so doing. The Guaranteed Maximum Price does not include any costs and expenses to conduct an independent review of such design information and does not include costs and expenses resulting from any deficiencies or inaccuracies in these calculations or certifications.
10. Neither the GMP nor the project schedule upon which this proposal is based contemplate or include cost or schedule considerations attributable to epidemic or pandemic (including COVID-19) or any governmental order or action in response to same, including delays; suspensions; disruptions; cost escalation; lost productivity; inefficiency; labor, material or equipment shortages or delays; or additional personal protective equipment (PPE) or sanitation requirements. If the Work is delayed or impacted at any time due to epidemic or pandemic (including COVID-19) or any governmental order or action, or if a suspension is required to disinfect or sanitize any part or all of the project site to ensure jobsite safety, the Contract Time



Section Three: General Qualifications

shall be extended for such reasonable time as attributable to such delay or impact, and the Contract Sum shall be equitably adjusted to compensate Contractor for related expenses, including Contractor's extended General Conditions Costs.

Contingency

The GMP Proposal includes a Sixty Seven Thousand, Two Hundred and Eighty Six Dollar (\$67,286) construction contingency.

Construction Approach

Construction is to commence upon the approval of the GMP Proposal. Such work will be limited to regular work hours. The FSW Facilities is to ensure that all campus occupants are aware of the construction activities to assist in limiting the neighboring areas traffic to a minimum throughout the duration of construction.

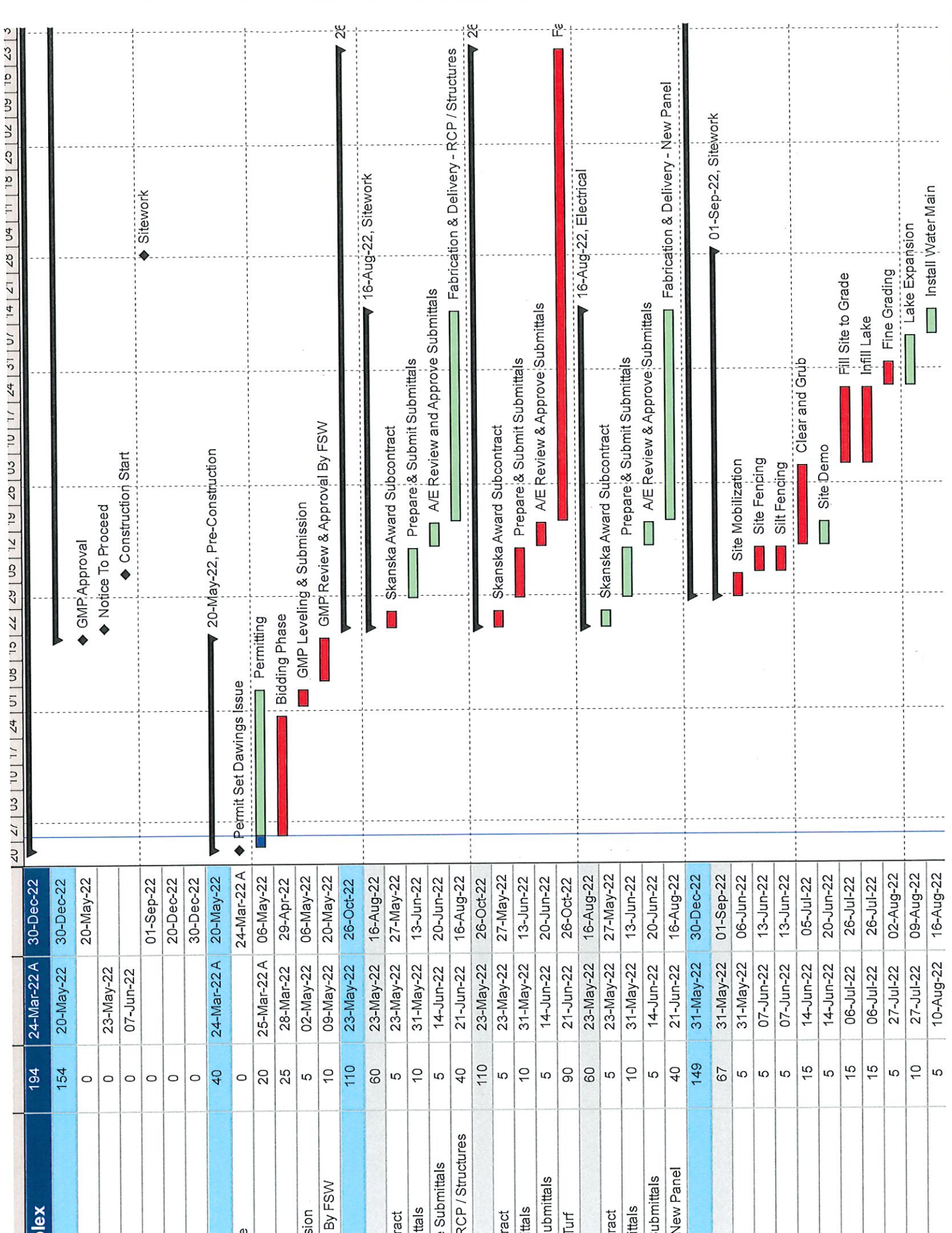
Insurance and Bonds

The following insurances are incorporated into the GMP Proposal as follows:

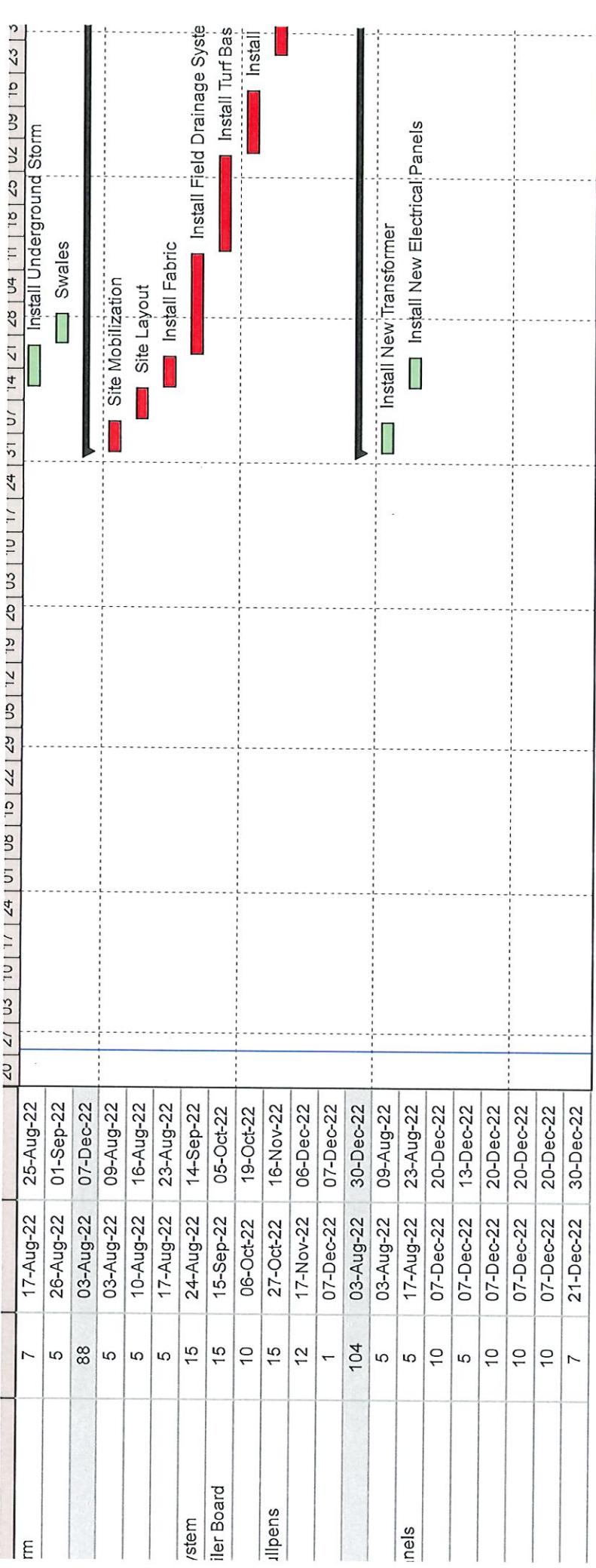
1. The owner is responsible for the Builders Risk Insurance and deductible.
2. Payment and Performance Bonds are included due to the size of the project.

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Section Four: Construction Schedule



Complex	194	24-Mar-22 A	30-Dec-22
	154	20-May-22	30-Dec-22
	0	20-May-22	
	0	23-May-22	
	0	07-Jun-22	
	0		01-Sep-22
	0		20-Dec-22
	0		30-Dec-22
	40	24-Mar-22 A	20-May-22
	0		24-Mar-22 A
	20	25-Mar-22 A	06-May-22
	25	28-Mar-22	29-Apr-22
	5	02-May-22	06-May-22
	10	09-May-22	20-May-22
	110	23-May-22	26-Oct-22
	60	23-May-22	16-Aug-22
	5	23-May-22	27-May-22
	10	31-May-22	13-Jun-22
	5	14-Jun-22	20-Jun-22
	40	21-Jun-22	16-Aug-22
	110	23-May-22	26-Oct-22
	5	23-May-22	27-May-22
	10	31-May-22	13-Jun-22
	5	14-Jun-22	20-Jun-22
	90	21-Jun-22	26-Oct-22
	60	23-May-22	16-Aug-22
	5	23-May-22	27-May-22
	10	31-May-22	13-Jun-22
	5	14-Jun-22	20-Jun-22
	40	21-Jun-22	16-Aug-22
	149	31-May-22	30-Dec-22
	67	31-May-22	01-Sep-22
	5	31-May-22	06-Jun-22
	5	07-Jun-22	13-Jun-22
	5	07-Jun-22	13-Jun-22
	15	14-Jun-22	05-Jul-22
	5	14-Jun-22	20-Jun-22
	15	06-Jul-22	26-Jul-22
	15	06-Jul-22	26-Jul-22
	5	27-Jul-22	02-Aug-22
	10	27-Jul-22	09-Aug-22
	5	10-Aug-22	16-Aug-22



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Section Five: Site Logistics

