110564

## **One-Stop Homeless Center Cost Comparison**

UNES (CH)

| (\$2,244,680)**    |                                  |   |   |
|--------------------|----------------------------------|---|---|
| (\$125,000)        | \$125,000                        | \$0   | Additional Permits (Wetlands Mitigation, Rezoning and Off-Site Utilities  Relocation) |
| (\$950,000)        | \$1,560,000                      | \$610,000                                   | New Building  |
| (\$311,750)        | \$750,000                        | \$438,250                                   | Driveway (end of pavement to 300' into property )                                     |
| (\$108,298)        | \$133,298                        | \$25,000                                    | Consultant  |
| (\$201,500)        | \$625,000                        | \$423,500                                   | Water/Sewer Extension   |
| (\$400,000)        | \$500,000                        | \$100,000                                   | Site Preparation  |
| (\$148,132)        | \$304,218*                       | \$452,350.00                                | Purchase Price  |
| Cost<br>Difference | Project Mgr<br>Memo<br>(6-27-11) | Asst. City Mgr<br>Presentation<br>(4-16-09) |   |

developable land) amount of developable land that is being purchased (contract said 9.78 acres; field work revealed only 6.58 acres of \* Represents the dollar amount that Project Manager says should have been paid for the property, based on the actual

14/1/

estimated at \$4,145,648 \*\* The original proposal in April 2009 estimated total project cost of \$2,270,250. As of June 2011, total project costs are



**General Services Department** 

405 NW 39<sup>th</sup> Ave. P.O. Box 490 • Station 42 Gainesville, FL 32609-0490 (352) 393-7974 [Office] (352) 260-1930 [Cell]

Curtisim@cityofgainesville.org
www.cityofgainesville.org

Date:

Monday, June 27, 2011

To:

Fred Murry, Assistant City Manager

Milton Reid, General Services Director

Jackie Richardson

From:

Mr. John M. Curtis, Jr.

Temp Construction Manager

Subject:

Status Report on the GRACE Marketplace One-Stop Assistance Center

This Status Report is to provide you with an update on the GRACE Project, so that the City Administration can have the most current and accurate information available to them so that timely decisions can be made.

As you are aware, I was given the opportunity to manage this Project on October 13, 2010, whereby the information that I have for events that occurred prior to that date are based on e-mails, documents, and conversations with other City Staff who were involved with this project since its inception. Stating that, I will attempt to explain where we are today, and how the information provided previously is now affecting the Project today.

## GENERAL LAND INFORMATION FROM APPRAISAL (Dated March 16, 2009):

Appraiser:

Andrew V. Santangini

Tax parcel #

7877-001-004

Approximate Acreage:

12.67 Ac. of Upland of Parent 63.07 Ac Parcel

(12.67 Ac. Map was provided to Appraiser by EC&D – Environmental Consultant for ADC Development &

Investment Group, LLC. - SELLER)

Flood Map Panel:

Shows both Zone "X" (Outside of Flood Hazard Area) and

Zone "A" (Within Flood Hazard Area) (Proposed Phase II)

Zoning:

I-2

Estimated Value:

\$48,000.00 Per Upland Acre or \$610,000.00 (The Estimated Values were based on the Site having Paved Access -

which is not the case since the City is required to purchase the Land and construct the Roadway to gain

access to the Site)

**CONTRACT FOR PURCHASE:** 

The Original Contract for Purchase was signed:

February 15, 2010

Approximate Acreage:

9.784 Ac. for Upland Property

(Acreage was reduced from 12.67 to 9.784 Ac. at time Contract signed – do not know why)

Contract Price:

\$452,350.00

(DOES NOT INCLUDE PAVED ACCESS TO THE SITE)

Cost Per Acre:

\$46,233.65

Exhibit "D" to Contract for Purchase:

Cost of Land for Roadway & Right-of-Way:

\$176,000.00

(Includes Parcel "A" & "B" per attached Exhibit "A")

Estimated Cost to construct Roadway:

\$750,000.00

TOTAL Estimated Cost of Roadway:

\$926,000.00

Four additional Addendums have been signed since then:

Addendum No. 1:

March 23, 2010

Addendum No. 2:

April 29, 2010

Addendum No. 3:

August 12, 2010

Addendum No. 4:

April 12, 2011

The Contract infers that all 9.784 Ac. are Upland and Developable and that Paved Access to the Site is provided – which is not the case based on the updated Wetland Delineation Setback Lines that were flagged on May 27, 2011 by EC&D at the request and direction of SJRWMD and the ACOE (Army Corps of Engineers). Subsequently, the Revised Wetland Delineation was approved by all parties (to include EC&D, ADC, ACOE, and the COG) at a June 2, 2011 Meeting hosted by SJRWMD.

### **ACTUAL SITE CONDITIONS:**

Actual Acreage of Land determined to be Uplands:

6.58 Ac.

(Variance from Contract -

Actual Acreage of Land determined to be Buildable:

3.88 Ac.

(Upland Land minus 50 Ft. Wetland Setbacks & GRACE Site DRA)

Actual Acreage Required for Additional DRA for Roadway:

0.61 Ac.

(DRA is to be located within the Phase II Area of the GRACE Site)

Actual Acreage Required for Roadway:

6.95 Ac.

(Total Roadway & Right-of-Way from NW 53<sup>rd</sup> to the Cul-de-sac)

### PROPOSED ACCESS ROADWAY ISSUES:

Upon becoming the Project Manager, an initial meeting was held on Oct. 13, 2010 with all interested parties (ADC [the Seller], Charles Perry Construction [D/B Team Lead], CHW [City's Consultants & Part of D/B Team], and City Staff [Amy Raimer & John Hendrix]) to assess the Project's status.

I specifically wanted to know what the status was on the Roadway Construction Plans, since they were to have been delivered to the City back in August 2010 for review and approval. Upon Approval by the City, an estimated cost to construct was to be provided by ADC – this has not been provided to date.

During the meeting, it was determined and agreed upon that the Roadway Construction Plans required major modifications to ensure that they complied with the City's and SJRWMD Standards; and that upon those changes being implemented, ADC would submit the Roadway Plans to SJRWMD and the City for final approval and for the issuance of a SJRWMD Permit.

Since that meeting, the City's Staff have reviewed numerous iterations of the Roadway Plans, whereby the last set was submitted on June 2, 2011 (Dated May 19, 2011), which are currently pending a final review.

The Roadway Plans were designed by the Seller (ADC) as a single Roadway, but over the last couple of reviews it was collectively determined that the Roadway Plans needed to be broken into four separate Segments (See Attached Plans) to facilitate the review and issuance of the Permits by SJRWMD & the City, because each of the Segments requires a different Scope of Work to be performed:

### Segment "A":

- 1. From NW 53<sup>rd</sup> Ave (Station -1+00) to the North Property Line of the Concrete Facilities along NW 8<sup>th</sup> Blvd (Station 7+00)
- 2. City required to construct a Right Turn Lane into the Concrete Facility (A Condition set forth by ADC in the Contract)
- 3. The Roadway is to receive an asphalt overlay only Roadway already constructed & paved
- 4. ADC stated that Segment had Previous been issued a Permit by SJRWMD and that it was exempt from SJRWMD current rules, regulations, and had no impact the Wetlands. During the May 27, 2011 Site Visit by Barbara Hatchett (SJRWMD), she stated that a Permit had previously been issued, but it had been determined by SJRWMD that the Roadway Segment had not been constructed to the approved plans nor maintained properly per the Original Permit and therefore Wetlands have now been established within the Right-of-Way, which will require Wetland Mitigation. It is estimated that additional cost will be incurred by the COG due to avoidance of Wetlands during the construction of the Roadway Segment and offsetting those Wetlands that are impacted during the construction.

- 5. Per Section 4 of the Contract for Purchase, ADC required the City to construct a Sidewalk and lighting along the West side of NW 8th Blvd from NW 53<sup>rd</sup> Ave (Station -0+50) to just pass the curve on NW 55th Court (Station 18+50), where the Sidewalk is designed to run along the inside of the GRACE Property Boundary until it intersects with the sidewalk leading to the GRACE Building. The discovery of Wetlands within this Roadway Segment will require additional Wetland Mitigation due to the sidewalk, which will increase the overall Wetlands Impact Computations for the entire Project.
- 6. Per Section 4 of the Contract for Purchase, ADC required the City to construct a 5 Ft. high Fence running the length of the sidewalk located between the Sidewalk and the Roadway that runs along NW 8th Blvd. The location of the Fence will not impact any additional Wetlands for this Segment of the Roadway, but is an additional expense for the Project.
- 7. Neither the additional Wetlands Impact nor the associated estimated costs have been determined at this time. Staff is working to establish an estimate for these additional costs and associated time constraints.

### Segment "B":

- 1. From the North Property Line of the Concrete Facilities along NW 8<sup>th</sup> Blvd (Station 7+00) to the end of Existing Paved Roadway along NW 8<sup>th</sup> Blvd (Station 14+00)
- 2. ADC stated that Segment had Previous been issued a Permit by SJRWMD and that it was exempt from SJRWMD current rules, regulations, and had no impact the Wetlands. During the May 27, 2011 Site Visit by Barbara Hatchett (SJRWMD), she stated that a Permit had previously been issued, but it was determined by the Site Visit that the Roadway Segment was not constructed to the approved plans nor maintained properly per the Original Permit and therefore Wetlands have been established within the Right-of-Way, which will require Wetland Mitigation and an additional cost to ensure avoidance during the construction of the Roadway Segment.
- 8. Per Section 4 of the Contract for Purchase, ADC required the City to construct a Sidewalk and lighting along the West side of NW 8th Blvd. from NW 53<sup>rd</sup> Ave (Station -0+50) to just pass the curve on NW 55th Court (Station 18+50), where the Sidewalk is designed to run along the inside of the GRACE Property Boundary until it intersects with the sidewalk leading to the GRACE Building. The discovery of Wetlands within this Roadway Segment will require additional Wetland Mitigation due to the sidewalk, which will increase the overall Wetlands Impact Computations for the entire Project.
- 3. Neither the additional Wetlands Impact nor the associated estimated costs have been determined at this time. Staff is working to establish an estimate for these additional costs and associated time constraints.

### Segment "C":

- 1. From the end of the existing Paved Roadway along NW 8th Blvd (Station 14+00) to the East Property Boundary of the GRACE Site along NW 55th Court (Station 28+25)
- 2. During the Site Selection Process and Contract negotiations, ADC stated that this Roadway Segment had Previous been issued a Permit by SJRWMD and that it was exempt from SJRWMD current rules and regulations. During the May 27, 2011 Site Visit by Barbara Hatchett (SJRWMD), she stated that a Permit had previously been issued, but for a Silviculture Access Roadway. The Silviculture Roadway Permit was issued for the sole purpose of the care and cultivation of forest trees, which ADC had been doing prior to placing the subject property under contract. SJRWMD also stated that upon the submittal for the new Roadway Segment, the Silviculture Access Road's Permit would be terminated and that any new proposed Roadway would have to comply with SJRWMD current rules and regulations.
- 3. In addition, the Site Visit determined that the future Roadway Segment would greatly affect the established Wetlands within the proposed Right-of-Way, which will require Wetland Mitigation and additional cost to ensure that any additional impacts to the surrounding Wetlands during the construction of the Roadway Segment are minimized.
- 4. To minimize the Wetland Impact and stay within the Right-of-Way, ADC had to redesign the Roadway from the curve in NW 8<sup>th</sup> Blvd (Station 15+00) to the East Property Line for the Proposed GRACE Site (Station 28+50) to require the revised Roadway Segment design to have curb & gutter. The change to incorporate curb & gutter will increase the cost of construction exponentially.
- 5. Another cost increase is due to the proposed Roadway elevation. The Roadway has to be raised because it was designed to traverse through Wetlands whose contours are lower than the FEMA Flood Zone Line. To ensure that the Roadway does not flood, it was required to raise the Roadway 4.5 Feet. The re-designed Roadway Segment now calls for the slopes from NW 8<sup>th</sup> Blvd (Station 15+00) around the curve to NW 55th Court (Station 18+00) to be constructed out of "Geoweb"— again, both of these items will increase the estimated cost to construct.
- 6. Per Section 4 of the Contract for Purchase, ADC required the City to construct a Sidewalk, along the West side of NW 8th Blvd. (Station -0+50) around the curve to NW 55th Court (Station 18+50), where the Sidewalk will then continue within the GRACE Property Boundary until it intersects with the sidewalk leading to the GRACE Building.
- 7. Originally, the Roadway Plans for this Segment showed the Fence continuing along the west side and stopping when the Sidewalk entered the GRACE Site (Station 18+71). However, due to design constraints, if the Fence were required to continue along the Sidewalk where the curb & gutter is planned to be installed, it would require a three-foot setback from the back of a curb to the fence. Based on the available Right-of-Way, there is no way for the Roadway design to provide for the additional setbacks and not impact the wetlands even greater than they already do. The only solution would be to amend the PD to shift the

- Roadway to accommodate for the additional setbacks, which would take approximately 6 to 9 months. Instead, ADC has agreed to amend the Contract for Purchase with the City to state that the Fence will terminate prior to Station 15+00.
- 8. Due to the additional environmental constraints associated with the construction of this Segment of Roadway, an additional Drainage Retention Area (DRA) has been designed and planned for construction within the GRACE Site (Phase II Area) along NW 55<sup>th</sup> Court (Station 26+35 to 27+45). The DRA will be constructed as a "Dry Basin" and will be constructed within the FEMA Flood Zone Area, thus requiring additional fill materials to be brought into the site at an additional cost.
- Neither the additional Wetlands Impact nor the associated estimated costs have been determined at this time. Staff is working to establish an estimate for these additional costs and associated time constraints.

### Segment "D":

- 1. From the East Property Boundary of the GRACE Site along NW 55th Court (Station 28+25) to the Cul-de-sac at the end of NW 55th Court (Station 31+01.90)
- 2. The cost for this Segment of Roadway and associated impacts is 100% ADC.
- 3. During the Site Selection Process, ADC stated that this Roadway Segment had Previous been issued a Permit by SJRWMD and that it was exempt from SJRWMD current rules and regulations. During the May 27, 2011 Site Visit by Barbara Hatchett (SJRWMD), she stated that a Permit had previously been issued, but for a Silviculture Access Road. The Silviculture Roadway Permit was issued for the sole purpose of the care and cultivation of forest trees. SJRWMD also stated that upon the submittal for the new Roadway Segment, the Silviculture Access Road's Permit would be terminated and that any new proposed Roadway would have to comply with SJRWMD current rules and regulations.
- 4. In addition, the Site Visit determined that the future Roadway Segment would greatly affect the established Wetlands within the proposed Right-of-Way, which requires Wetland Mitigation and additional cost to ensure any additional impacts to the surrounding Wetlands during the construction of the Roadway Segment.
- 5. The construction of the Roadway does affect negatively on the GRACE Site as a portion of the Watershed is directed into the "NEW" DRA that is now a part of the GRACE Site.
- 6. The Roadway Segment also impacts on established Wetlands from Station 28+25 to 30+15. The impact to the Wetlands pushes the overall Project over the Army Corps of Engineers threshold of 0.5 Ac. to require an Individual Permit.
- 7. To minimize the Wetland Impact and stay within the Right-of-Way, ADC had to redesign the Roadway from Station 28+25 to Station 31+01.90 with curb & gutter. Because of the change to Roadway re-design of Segment D, additional costs are required by the City associated with the Construction of Segment "C."
- 10. Another cost increase is due to the proposed Roadway elevation. The Roadway has to be raised because it was designed to traverse through Wetlands whose contours are lower than

the FEMA Flood Zone Line. To ensure that the Roadway does not flood, it was required to raise the Roadway 4.5 Feet. The re-designed Roadway Segment now calls for the slopes from NW 55<sup>th</sup> Court (Station 27+75 to Station 30+10) be constructed out of "Geoweb"–again, both of these items will increase the estimated cost to construct.

8. Neither the additional Wetland Impact nor the associated estimated costs have been determined at this time. CHW and I are working to establish an estimate for these additional costs.

Now that the Revised Wetlands Delineation has been established and represented on the updated Roadway Plans, it was ADC's intent to submit the Revised Plans to SJRWMD and to the City of Gainesville simultaneously for review and approval.

### **ACOE (ARMY CORPS OF ENGINEERS):**

On May 27, 2011, the ACOE determined that an Individual Permit must be applied for the entire Project (Entire Roadway (Segments 1 - 4, Lot 1 [ADC], Lot 2 [Future GRACE Site], Lot 3 [ADC], and all Utility Easements) based on the TOTAL WETLANDS IMPACTED is greater than 0.50 Ac and that the Roadway bi-sects a stream recharge watershed.

The ACOE Representatives (Shannon White and James Davidson) stated that a permit may be issued within 120 days from the date of application, but based on information provided by Robert Walpole (CHW) it usually takes approximately 18 to 24 Months.

Upon ACOE and SJRWMD issuing their Permits, GRU will then respond with their comments. CHW (City's Consultants who designed the Utilities for the Roadway) will then respond to GRU's comments, whereby GRU will then provide the City's Planning Department with their authorization. Once the Planning Department has received all of the approvals and copies of all permits, authorization for construction of the Roadway will be issued.

To date, this has not occurred – ADC has only submitted the Final "Draft" Roadway Plans to the City, which we are waiting for further direction before releasing our comments – because everything may change upon receiving comments from ACOE and SJRWMD. ADC has also submitted preliminary drawings to SJRWMD to get their feedback as it pertains to the Wetland Delineation Setback Lines, and no documentation has been filed with the ACOE.

One of the critical items that the ACOE stated that they would require from the City with the Application is a complete justification as to how the site was selected, all of the evaluation criteria utilized, a complete list of all of the other sites that were compared, and supporting documentation that all "Upland" sites were thoroughly vetted before this site was selected. To begin collecting this information, I have contacted Sam Bridges who has begun helping me assemble all of the documentation so that it can be compiled to answer ACOE questions.

### **GRACE PROJECT SITE & BUILDING:**

Based on the current information, I have taken steps to place the design of the GRACE Building and Site on hold until a determination can be reached that the current location is still a viable location based on the updated information presented here. This has in no way slowed or delayed the construction of the Building or Site, but will ensure that no more funds are spent until these issues are resolved. If the ACOE & SJRWMD comments require the adherence to the Revised Wetland Delineation Setback Line, then the entire GRACE Site will have to be redesigned, which would probably then require the Building to be redesigned to accommodate the revised site layout.

### **SUMMARY:**

The Original Site Comparison showed the following:

| Land Costs       | \$1,610,500.00 or \$25,534.00 per Ac. (based on 63.07 Ac.) |
|------------------|--|
| Consultant       | \$25,000.00  |
| Site Preparation | \$100,000.00   |
| Access Road      | <b>\$735,000</b> .00                                       |
| New Building     | \$610,000.00   |
| TOTAL            | \$3,080,500.00   |

### Known Variances:

The Site Comparison showed the Land Cost at almost twice that of the Appraised amount for the entire Property.

The Cost per Acre in the Contract is \$20,700.00 more per Acre than that listed.

To date, the City has contracted \$133,298.00 on consulting services with CHW for this Project, \$108,298.00 more than was originally budgeted.

The estimated cost for Site Work is estimated at \$500,000.00

The estimated cost for the new building is \$1,560,000.00

The estimated cost for Off-Site Utilities is \$625,000.00

Many of the Original Site Comparisons were not accurate nor did they correlate back to the appraisal or the actual field conditions found on site.

Because time is of the essence for this Project, CHW provided some general time frames to determine what the estimated time frame to complete the Project could be, and this is the results.

If the City submitted on July 1, 2011 with the ACOE, then the estimated dates for approval and start of Construction would be:

| Army Corps of Engineers Permit Issued SJRWMD Permit Issued GRU Approval                | } | 18 Months |
|--|---|-----------|
| Roadway Application Approved by Planning<br>Final Plat Approved<br>Site Plan Approved  | } | 4 Months  |
| Final Development Order Commencement of the Roadway Commencement of Off-Site Utilities | } | 4 Months  |

August 1, 2013 would be the earliest estimated date that construction could commence

Construction of the GRACE Site & Building 12 Months

### Estimated Substantial Completion - Aug. 1, 2014

In addition, the City could incur the estimated costs to comply with the ACOE Individual Permit for entire Project Site:

| TOTAL (Not including Mitigations Monitoring)       | \$40,000.00                     |
|--|---------------------------------|
| Cost of Wetland Mitigation Enhancement Monitoring: | \$2,500-\$5,000/Yr (min. 5 yrs) |
| EC&D – Environmental Consultants for ACOE Permit:  | \$10,000.00                     |
| CHW Consultant Services for ACOE Permit:           | \$20,000.00                     |
| SJRWMD Total Site Permit Application:              | \$5,000.00                      |
| ACOE Permit Application:                           | \$5,000.00                      |

Additionally, the Revised Wetland Delineation Line may also trigger a PD Amendment, because the Preliminary Plat, the PD Plan, and Lot Configuration, were all based on the original Wetland Delineation Line that had been provided to us by ADC (via their Environmental Consultant – EC&D). If it is determined that a PD Amendment is required, then it could take between 6 to 9 months for approval and could cost up to \$50,000.00, depending on the extent of the modifications required by the Planning Department.

Another critical component is dependent on the comments from ACOE & SJRWMD; if they require the Off-Site Utility Plan to be redrawn, it could add an additional cost of \$35,000.00, depending on the extent of the redesign and location of the Sanitary Sewer Lift Station.

All of these items increase the overall Project costs, delay the project start date, and increase the supervision requirements, whereby I believe that now is the time for the City to reassess this location before the Project commits any additional expenditure and determine if it is financially viable to pursue an ACOE Permit and this site.

### POTENTIAL REVISED CONTRACT AMOUNT:

At this time, the Contract to Purchase needs to be reassessed, to include the Actual Acreage that is to be purchased, the appraised value of per acres, what costs the City is willing to incur, and what costs the Seller is willing to incur, so that a decision to either move forward or terminate can be made by all parties.

Based on the 6.58 Ac. of Upland Acres X \$46,233.65 Per Ac., which would require ADC to construct a Paved Roadway to the Site per the Appraised Cost per Acre, the City could purchase the Land for \$304,218.00.

### Shalley, Nicolle M.

From:

Curtis, John M.

Sent:

Monday, February 21, 2011 9:30 AM

To:

Murry, Fredrick J.; Reid, Milton; Shalley, Nicolle M.

Cc:

Sweigard, Kimberly A.; Bridges, Samuel H.

Subject:

FW: ADC 4th Amendment more revisions

Importance: High

Attachments: 4th Amendment to Contract with ADC(v2).REDLINE.doc; ATT00001..htm

To All:

This e-mail was sent to me on Friday, but only saw it this morning.

Before writing this e-mail, I read over their revisions several times to ensure that I fully understood their changes to the 4<sup>th</sup> Addendum.

Here are my comments to the major changes submitted by ADC:

### Paragraph 9.C.:

I disagree that Seller should be due any funds for the Rezoning of the Property, if the City is willing to remove that PD Zoning but the Seller decides not to Rezone the Property back to Industrial. That would be their decision and should not have any negative value to the City requiring the City to pay them for their decision.

I do not have a problem with the sentence that states that we shall close by Dec. 31, 2011, except that much of the delays to date can be attributed to the Seller's Engineer not completing the Roadway Construction plans to the City's minimum standards.

### Paragraph 9.E:

(1) I am OK with the City paying for any and all associated cost that may be incurred by the Seller for making such additional revisions required by the City, but only if the Seller must provide the City prior to any actual cost be incurred whereby an agreed upon cost, with a "Not To Exceed" clause, is provided; otherwise we are giving them an open checkbook to tell us it cost whatever they want to.

If the City terminates the Agreement prior to receiving 100% construction documents for the Roadway-Construction Plans, I would agree to pay the Seller the \$32,220.00. The City would have no use for Roadway Construction Plans that are 90% complete, which would never be constructed; but ADC has incurred expenses to date. Stating that, It would be easier to just pay the Seller the \$32,220.00 and terminate the Agreement than to try and get invoices submitted for verification.

I am OK with the statement that if the City has accepted the Roadway Construction Plans, and then decides to terminate after the acceptance, that the remaining balance of \$8,950.00 is paid to the Seller.

(2) I DO NOT AGREE WITH THE CHANGES STATED IN THIS SECTION BY THE SELLER. My understanding in reading ADC's changes for this section is that the City would have to either

accept their cost to construct the Roadway or terminate the Agreement, whereby ADC is then paid \$35,800.00 plus the additional \$8,950.00, since we have to accept the Roadway Construction Plans before ADC will provide us the Proposed Cost to construct the Roadway. This provides the City no other mechanism to construct the Roadway, thereby the Project cannot be completed — nor does Exhibit "D" provide the City any mechanism to ensure that the Roadway is constructed to the Proposed Cost provided by the Seller. ADC could submit multiple Change Orders for additional work, potentially for items that were left off the Roadway Construction Plans by their Engineer, and the City would be forced to pay for them, otherwise the Project could not be completed. These Changes give control to ADC to dictate the terms, the time frames, and the cost moving forward.

As everyone knows, the budget for this Project is extremely tight, which is being scrutinized by everyone; and as the Project Manager, it is extremely hard for me to say that we should move forward with this Property based on the following:

| 1. | The Cost of the Land for the Site (Needs a new appraisal based on date)     | \$452,350.00 |
|----|---|--------------|
|    | The Cost of the Land for the Roadway (new appraisal required)               | \$176,000.00 |
| 3. | The Cost to construct the Roadway, which has not been accepted by the City. | UNKNOWN      |
| Δ  | Estimated Design Cost (Original Budget was \$250,000.00)                    | \$368,721.00 |

- Estimated Site Cost (Per the RFP) \$500,000.00
- Estimated Building Cost (Per the RFP) (13,020 SF Total Cond.) \$1,687,044.00
- 7. Cost to bring utilities to the Project Site
  - a. Potable Water, Sanitary Sewer (to include Force Main) & Lift Station
    b. Does not include Gas Service (which GRU has verbally estimated)
    c. Electrical & Roadway Lighting for the Project

    \$625,000.00
    \$150,000.00
    UNKNOWN
- 8. Roadway Design Criteria has not been ratified based on new information that has been obtained since the Original Agreement was signed Water table 6" to 1' below grade would require Crushed Concrete to be used instead of Limerock for Roadway Stabilizer.
- Elevation of the Roadway and Site has not been determined which could increase the cost of the Site and Roadway exponentially
- 10. Easement has not been granted by Commercial Metal Corporation (Sam is following up today)

The current Budget is approximately \$4,300,000.00; which equates to \$330.26 per SF.; which artificially inflates the actual cost of the Building due to the inclusion of the cost of the land for the Roadway and the unknown (estimated) cost for the Roadway.

I believe that it is in the best interest of the City to set up a meeting to discuss the 4<sup>th</sup> Addendum prior to the meeting that I have scheduled with ADC, Engineers, and others tomorrow afternoon, so that a decision can be made as to the viability of the Project and the changes stated by ADC in their revised 4<sup>th</sup> Amendment.

ADC should have discounted the Property at the time of the Agreement was signed because no utilities services were available to the site, nor was there access to the Property – thus the requirement of a Roadway being constructed.

I can be reached on my cell if anyone has any questions. I will await to hear from you if a meeting needs to be scheduled.

John M. Curtis, Jr.
Temp Construction Manager
City of Gainesville
405 NW 39th Avc.
Gainesville, FL 32609
(352) 393-7974 — Office
(352) 393-7985 — Fax
(352) 260-1930 — Cell
curtisim@cityofgainesville.org

From: Amber [mailto:amber@swiftcreekrealty.net]
Sent: Friday, February 18, 2011 4:04 PM
To: Curtis, John M.
Subject: ADC 4th Amendment more revisions

Hi John,

Please find the attached re-revised version, in red line version. We accepted all changes you guys made and then marked it up from there. Most mark ups are pretty basic and are items we probably should have thought of time around. As far as the road construction agreement, this is a very vital part of the contract and was a very important item to us when we were negotiating price and terms, which is why it has always been worked this way, with us doing the improvements. If you have any concerns, please let me know your availability between now and the meeting on Tuesday so we can discuss prior to.

### Thanks!

Amber Roberts-Crawford Swift Creek Realty Cell: 352-278-2627 Office: 386-496-0499 www.SwiftCreekRealty.net

Sent from my iPhone



# GAINE VILLE Property Comparisons

| location                                 | 800 Block of NIM 52rd Avia   | FOOD NEW MAN  |
|--|--|---|
| CCGCIOII                                 | SOO BLOCK OF INVA 3314 AVE   | SSUS INE WAIDO KOAD                                     |
| Parcel Number                            | 07877-001-004  | 7872-003-001  |
| Usable Acres / Total Acreage             | Verified 12.7 acres / 12.7 acres   | Estimated 11 acres / 40 acres                           |
| Owner                                    | ADC Development Group, LLC   | Gain Develop Industrial, LLC                            |
|  | PHASE I  |   |
| Purchase Price                           | \$633,500  | \$650,000   |
|  | PHASE II   |   |
|  | Other Costs/Development Costs:   |   |
| Consultant                               | \$25,000   | \$25,000  |
| Land Clearing                            | Included in price  | \$125,000   |
| Site Preparation                         | \$100,000  | \$30,000  |
| Water/Sewer Extension                    | \$423,500  | \$42,000  |
| Driveway                                 | * \$438,250  | ** \$220,000  |
| Construction (New 5,000 sq. ft Building) | \$650,000  | \$650,000   |
| Total Development Costs                  | \$2,270,250  | \$1,742,000   |
| RTS Transportation Costs                 | Near Route 8; however, will require additional bus and Near Route 24; however, will require additional bus | Near Route 24; however, will require additional bus     |
|  | Site not currently accessible by transit - no turn   | weekdays) Site not currently accessible by transit - no |
|  |  | turn around.  |
|  | PHASE III  |   |
| Shelter Services Component (Building     |  |   |
| Services)                                |  |   |
|  | Phase IV   |   |
| Master Plan (Shelter Services, including |  |   |
| Dormitories                              |  |   |
| * 200 foot (2::00tod h; the colles)      |  |   |

<sup>\* 300</sup> feet (quoted by the seller)

Note: Additional cost is anticipated for pole lighting and sidewalks depending on Development Review Board recommendations.

<sup>\*\*</sup> Price may increase by \$100,000 to procure access across CSX property.