



ADDENDUM NO. 1

Date: October 13, 2017

Bid Date: November 10, 2017
at 3:00 P.M. (Local Time)

Bid Name Mixed Use Development of Lot#10

Bid No.: ECOD-180036-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on October 10, 2017.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), October 24, 2017. Questions may be submitted as follows:
 - Email: dykemangb@cityofgainesville.org
 - or
 - Faxed (352) 334-3163
 - Attention: Gayle Dykeman
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
 - b) Copy of the Pre-Bid sign-in sheet for your information.
 - c) License Cancellation and Termination Agreement with MCG Parking LLC
3. Gayle Dykeman, Purchasing Division, discussed bid requirements.
 - a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted.
 - i. Submitted bid to match business name as signed in at pre-bid.
 - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on November 10, 2017. Any bids received after 3:00 p.m. on that date will not be accepted.
 - c. Send questions in writing to Gayle Dykeman via email or fax.
 - i. All communication through Gayle Dykeman only. Do not communicate with other City staff.
 - d. Discussed bid due date, time and delivery location.
 - i. Deliver (or have delivered) to Purchasing by 3PM on November 10, 2017, no exceptions.
 - e. Various forms (i.e. Bid Form, Local Preference, Living Wage) were discussed.
 - i. Sign, date and return all Addenda.
4. Erik Bredfeldt, Strategic Initiatives, discussed the project scope

- a. The RFP was written to conform to City Commission parameter put forth in the July 20, 2017 City Commission Meeting
- b. The RFP is looking for consistency with two (2) substantive issues
 - i. DT Zoning – can get zoning standards on-line
 - ii. Consistency with Highest and best use, ex: multistory mixed use – combination of housing and retail or other related allowable uses
- c. The history of the property has been appended in the bid document
 - i. A few years ago a project did go through the development review process (Gainesville Greens) however it was not constructed due to market concerns. Documents associated with that project are likely available through the Department of Doing.
- d. Downtown (DT) zoning does not require parking however it is understood that parking resources will need to be identified. The City does maintain a parking garage proximate to the site however there are several existing license agreements for spaces in place. Several of those documents concerning the status of the garage have been attached in the RFP appendices. City Parking resources are administered by the City's Public Works Department and parking operations.

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

5. Question: With the timeline for oral presentations and evaluations coming in December does that void the parking license with McGurn
Answer: The McGurn license is included in the documents appended to the RFP. The McGurn license is still in effect.
6. Question: How many parking spaces are available?
Answer: This question will be answered in a forthcoming addendum.
7. Question: Is Lot 13 available?
Answer: This question will be answered in a forthcoming addendum.
8. Question: Why wasn't an ITN used instead of an RFP?
Answer: We received direction from Purchasing and City Management on the appropriate vehicle for this solicitation.
9. Question: Can we see the weighting per category?
Answer: Yes, however, this question will be answered in a forthcoming addendum.
10. Question: Is hospitality also an acceptable utilization of the property?
Answer: Yes, the RFP is looking for consistency with permitted uses in Downtown Zoning and the appraisal highest and best use analysis.
11. Question: Clarification on the McGurn entitlement – the City's rights to early termination expire on November 30, 2017. Will the City be exercising that early termination?
Answer: Please see the document attached (Exhibit B) to this addendum indicated as license and Cancellation and Termination Agreement and the First Amendment. The latter indicates on pf 1 of 2 (B) Section 5. If the Closing on the sale of Lot 10 does not occur on or before November 30,

2017, then the termination agreement, as amended by this First Amendment, shall expire, and the terms of the License Agreement shall remain in full force and effect.

12. Question: Can McGurn sublease the spaces?

Answer: Please refer to the McGurn License Agreement for Use of Parking Garage.

13. Question: Any ideas on the City's expectation to do due diligence and obtain funding?

Answer: The city has spent many years and many attempts to develop Lot#10. City Commission is looking for a quality project to be closed upon in a reasonable timeframe based upon timely achievement of various benchmarks.

14. Question: Are you 'double dipping' on local preference?

Answer: No, Local Preference is defined on page 8 of the RFP, any other reference to projects in the City of Gainesville or the State of Florida are intended to give the vendor the opportunity to demonstrate the ability to plan and complete a project of this nature and scope by referencing past project, see Section B, Qualifications.

15. Question: Our Company's sign in name will not be the same as the company that will be bidding because the new company has not yet been established.

Answer: When generating your submittal, make sure you have included an affidavit that states the name used on the sign in sheet for the pre-bid meeting and the new company's name. Additionally, the name that appears on the sign in sheet **MUST** be on the **OUTSIDE** package in order to be accepted into the bid. If these two steps are not taken, the City will be able to accept the bid.

16. Question: If our response to the RFP needs clarification, can we stand at the podium and clarify with the City Commission?

Answer: If a response to an RFP requires clarification the evaluation committee will pose additional questions through the Purchasing Senior Buyer. Reference Section E CONTACT PERSON, page 4 of the RFP.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
MANDATORY PRE-BID CONFERENCE

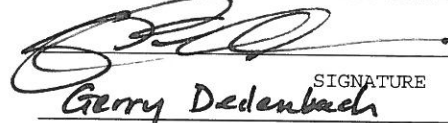
Item #170710B

Mixed Use Development of Lot #10
DATE: October 10, 2017 @ 2:00 PM LOCAL TIME
BID #ECOD-180036-GD
DUE DATE: November 10, AT 3:00PM


YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

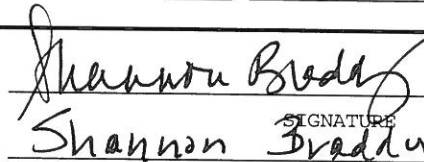
1) CHW
132 NW 76th DRIVE
GAINESVILLE, FL 32607
PHONE # (352) 331-1976


SIGNATURE
Gerry Dedenbach
PRINTED NAME
E-MAIL: Gerryd@chw-inc.com
FAX # (352) 331-2476

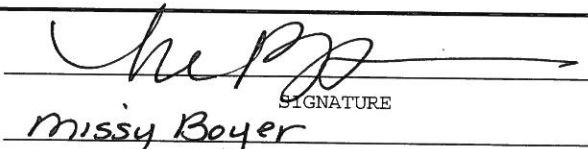
2) Concept Companies, inc + Concept Development, Inc.
3917 NW 97th Blvd
Gainesville, FL 32606
PHONE # (352) 363-0136 (mobile)


SIGNATURE
Seth Lane
PRINTED NAME
E-MAIL: seth@conceptcompanies.net
FAX # ()

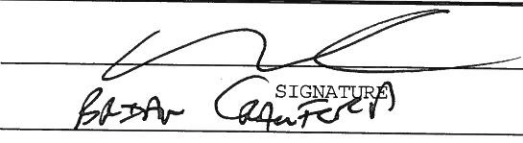
3) CHW
132 NW 76th Drive
Gainesville FL
PHONE # (352) 331-1976


SIGNATURE
Shannon Brady
PRINTED NAME
E-MAIL: Shannonb@chw-inc.com
FAX # ()

4) CHW
132 NW 76th Dr
Gainesville, FL 32607
PHONE # (352) 331-1976


SIGNATURE
Missy Boyer
PRINTED NAME
E-MAIL: missyba@chw-inc.com
FAX # (352) 331-2476

5) CONCEPT COMPANIES
3917 NW 97th BLVD
GAINESVILLE FL 32606
PHONE # (352) 333-3233


SIGNATURE
Brian Carter
PRINTED NAME
E-MAIL: BRIAN@CONCEPTCOMPANIES.NET
FAX # ()

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
MANDATORY PRE-BID CONFERENCE

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YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

11) Red Group, LLC + The Molasky Group
8426 East Shea Blvd.
Scottsdale, AZ 85260
PHONE # (480) 948-5060
www.redgroupllc.com

of Companies
100 North City Parkway
Suite 1700
Las Vegas NV
89106
(971) 413-1204
www.molaskyco.com

Avis Butler
SIGNATURE
Avis Butler
PRINTED NAME
E-MAIL: avisbutler@aol.com
FAX # ()

12) Same as Above
PHONE # ()

Rodney Long
SIGNATURE
Rodney Long
PRINTED NAME
E-MAIL: rodneylong@gmail.com
FAX # (352) 373 5970

13) George F. Young, Inc
1905 S. MAIN ST
GAINESVILLE, FL 32601
PHONE # (352) 378-1444

Stuart Scullen
SIGNATURE
Stuart Scullen
PRINTED NAME
E-MAIL: scullen@georgetyoung.com
FAX # (352) 372-2502

14) SANJAY PATEL ^{MHh Hotels, LLC}
12680 NW 65th Dr.
Rockland, FL 33876
PHONE # (317) 507-3097

Sanjay Patel
SIGNATURE
Sanjay Patel
PRINTED NAME
E-MAIL: spatel@mhghotelsllc.com
FAX # (317) 356-4004

15) MHh Hotels, LLC
1220 Brookville way
Indpls, IN 46239
PHONE # (317) 352-4020

Sanjay Patel
SIGNATURE
Sanjay Patel
PRINTED NAME
E-MAIL: Spatel@mhghotelsllc.com
FAX # (317) 352-4004

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
MANDATORY PRE-BID CONFERENCE

Item #170710B

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DATE: October 10, 2017 @ 2:00 PM LOCAL TIME
BID #ECOD-180036-GD
DUE DATE: November 10, AT 3:00PM

YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

21) MORAN Advisors, LLC
9415 Woodbridge PL
Zionsville, IN 46077
PHONE # (317) 345-3383

YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

Jack Moran
SIGNATURE
Jack Moran
PRINTED NAME
E-MAIL: jmoran@moran-advisors
FAX # ()

22) ~~DARRELL FOWER~~

PHONE # ()

SIGNATURE
PRINTED NAME
E-MAIL:
FAX # ()

23) eda engineers-surveyors-planners, inc.
2404 NW 43RD Street
Gainesville, FL
PHONE # (352) 373-3541

Clay Sweger
SIGNATURE
Clay Sweger
PRINTED NAME
E-MAIL: CSweger@edapl.com
FAX # (352) 373-7249

24) _____

PHONE # ()

SIGNATURE
PRINTED NAME
E-MAIL:
FAX # ()

25) _____

PHONE # ()

SIGNATURE
PRINTED NAME
E-MAIL:
FAX # ()

LICENSE CANCELLATION AND TERMINATION AGREEMENT

THIS LICENSE CANCELLATION AND TERMINATION AGREEMENT is made and entered into on the date last signed below, by and between the City of Gainesville, hereinafter referred to as "City," and MCG Parking I.L.C, hereinafter referred to as "MCG":

WHEREAS, on December 1, 2003, the City and Kenneth R. McGurn and Linda C. McGurn executed a License Agreement For Use of Parking Garage, for a 99 year term, granting McGurn the use of parking spaces in the City's Southwest Downtown Parking Garage located at 105 S.W. 3rd Street, Gainesville, Florida 32601; on April 13, 2004 the parties executed a First Amendment; on May 15, 2007 the parties executed a Second Amendment (collectively referred to as the "License Agreement"); and on August 9, 2012 Kenneth and Linda McGurn executed an Assignment of License to MCG in accordance with paragraph 13 of the License Agreement; and

WHEREAS, paragraph 18 of the License Agreement provides terms for early termination of the License; and

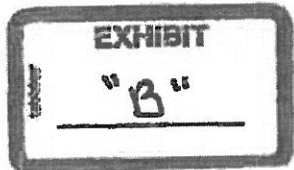
WHEREAS, the City has determined that it is fiscally and operationally prudent and in the public interest to effect an early termination of the License Agreement; and

WHEREAS, the parties desire to terminate all of their rights, duties and obligations to each other under the License Agreement, and release each other from all further responsibilities and liabilities under the License, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Termination of License Agreement. The License Agreement shall be immediately terminated upon the closing on the sale of City Lot 10 to Horizon Hospitality Management Inc., which closing is a contingency to this License Cancellation and Termination Agreement. MCG relinquishes its right to replacement parking under paragraph 13b of the License Agreement, and all things done and to be done under the License Agreement and any other independent, prior, contemporaneous, or subsequent written or oral agreements or understandings relating thereto, or to the license interest thereunder, shall be deemed to have been done, paid, performed and satisfied, as the case may be. The parties agree that neither one shall have any claim against the other for any sums owed, or to be owed, or for any performance to have been rendered or to be



Handwritten signature

rendered, or for any reason or cause whatsoever relating to, arising out of, or in connection with the License Agreement.

3. **Payment.** City shall pay MCG the sum of approximately One Million Nine Hundred Fifty Three Thousand Five Hundred Seventy Nine Dollars (\$1,953,579.00), but in a precise amount as calculated in accordance with paragraph 18 of the License Agreement and based on the date of closing on the sale of Lot 10, as full and complete consideration for this cancellation and termination of the License Agreement. Payment shall be made upon the closing on the sale of City Lot 10 to Horizon Hospitality Management Inc.

4. **Entire Agreement.** This License Cancellation and Termination Agreement is the final and complete expression of the parties in regard to the subject of parking in the City's Southwest Downtown Parking Garage, and supersedes the terms of the License Agreement to the extent of any conflict. This License and Termination Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

5. **Expiration.** If the closing on the sale of City Lot 10 to Horizon Hospitality Management Inc. does not occur by November 1, 2016, then this License Cancellation and Termination Agreement shall expire, and the terms of the License Agreement shall remain in full force and effect.

6. **Recording.** This Agreement shall be recorded in the Public Records of Alachua County by November 3, 2016, but only if the closing on the sale of City Lot 10 occurs.

IN WITNESS WHEREOF, the parties executed this License and Termination Agreement on the dates indicated below.

CITY OF GAINESVILLE:

[Signature]
ANTHONY LYONS, Interim City Manager
2-9-16
Date

WITNESSES:

[Signature]
Signature of Witness
KARAL E. PAISS
Printed name of Witness

[Signature]
Signature of Witness
Kim Harris
Printed name of Witness

Approved as to Form and Legality:

[Signature]
City Attorney

[Handwritten initials]

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on this 9th day of February, 2016 by Anthony Lyons, as Interim City Manager of the City of Gainesville, a Florida municipality, who is personally known to me, or did produce a driver's license as identification, and who did not take an oath.

Heben G. Harris
NOTARY PUBLIC
STATE OF FLORIDA



MCG PARKING LLC:

Kenneth R. McGurn
KENNETH R. MCGURN
Managing Member
Date 2/25/16

Mary Phillips
Signature of Witness as to both
Mary Phillips
Printed name of Witness

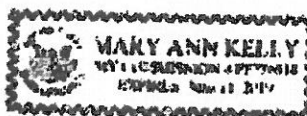
Linda C. McGurn
LINDA C. MCGURN
Managing Member
Date 2/25/16

Mary Phillips
Signature of Witness as to both
Mary Phillips
Printed name of Witness

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on this 25th day of February, 2016 by Kenneth R. McGurn and Linda C. McGurn, who are personally known to me or did produce a driver's license as identification, and who did not take an oath.

Mary Ann Kelly
NOTARY PUBLIC
STATE OF FLORIDA



me in

**FIRST AMENDMENT TO LICENSE CANCELLATION AND TERMINATION
AGREEMENT**

THIS FIRST AMENDMENT ("First Amendment") is made effective as of October 31, 2016 by and between CITY OF GAINESVILLE, a Florida municipal corporation ("City") and MCG Parking, LLC, a Florida limited liability company ("MCG.")

RECITALS

Whereas, the City and MCG are parties to a License Cancellation and Termination Agreement dated February 9, 2016 (the "Termination Agreement") which provides for the termination of a License Agreement between the parties, as more particularly described in the Termination Agreement; and

Whereas, the City and MCG desire to amend the Termination Agreement as set forth in this First Amendment; and

Whereas, the capitalized terms used herein have the meanings assigned to them in the Termination Agreement and this First Amendment.

NOW, THEREFORE, the parties hereto, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend the Contract as follows:

A. Section 3 of the Termination Agreement titled "Payment" is deleted in its entirety and replaced with the following new Section 3:

3. Payment. City shall pay MCG an amount as calculated in accordance with Paragraph 18 of the License Agreement as of the actual date of Closing on the sale of Lot 10, as full and complete consideration for this cancellation and termination of the License Agreement. Payment shall be made upon Closing on the sale of Lot 10 to Horizon Hospitality Management, Inc.

B. Section 5 of the Termination Agreement titled "Expiration" is deleted in its entirety and replaced with the following new Section 5:

5. Expiration. If the Closing on the sale of Lot 10 does not occur on or before November 30, 2017, then the Termination Agreement, as amended by this First Amendment, shall expire, and the terms of the License Agreement shall remain in full force and effect.

C. Section 6 of the Termination Agreement titled "Recording" is deleted in its entirety and replaced with the following new Section 6:

6. Recording. Upon Closing on the sale of Lot 10, at the time the City makes payment to MCG pursuant to Section 3 above, the City and MCG shall execute, in recordable form, a Termination and Release of License Agreement. The City shall thereafter record the

Termination and Release in the Public Records of Alachua County, Florida.

D. The Termination Agreement remains in full force and effect, except as modified by this First Amendment.

E. This First Amendment may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Evidence of execution may be transmitted by email or facsimile, which shall constitute an original for all purposes.

F. The Termination Agreement, as amended by this First Amendment, contains the entire agreement between the parties and neither may be altered, modified or amended unless executed by the parties with the same formalities, as this instrument is executed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

Signed, sealed, and delivered
in the presence of:

**MCG PARKING LLC, a Florida limited liability
company**

Kathleen F. Todd

Witness

Mary Ann Kelly

Witness

Ken McGwen

By: Ken McGwen

Its: MANAGER

Date: October 21, 2016

**CITY OF GAINESVILLE, a Florida municipal
corporation**

Helen Harris

Witness

Karen E. Paus

Witness

Anthony Lyons

By: Anthony Lyons, City Manager

Date: 11-7, 2016