

City Council Policy/Business/Consent Agenda Q&A's
August 26, 2024

Updated as of 4:00

Submitted By:	<u>Agenda Item # and Questions</u>	<u>Answers/Considerations</u>
Consent Items		
Please note: Item #65 Elvis Storm Drainage Improvement Project, Parcel # 4 has settled and is being removed from the agenda.		
Mayfield	<p>28. Nuisance Abatement Services What is the tracking process to ensure equitable distribution to all of the selected vendors along with ensuring no particular vendor receive access to more work than the others selected?</p>	<p>When nuisance abatement services are required, bids are requested from the approved vendors. Vendors respond to scopes of work based on task type, vendor availability, and location of services. Staff completes a monthly expenditure and performance report for each vendor.</p>
Mayfield	<p>35. Construct Sardis Road North Sidewalk Why did the bid from Carolina Prime Developer, LLC not meet General Statues? Also, what is the DOT proposal that justifies the \$463,048.25 increase in their proposal?</p>	<p>The bid bond submitted by Carolina Prime Developer, LLC was not signed by the contractor (Carolina Prime). This omission invalidates the bid bond, and therefore makes the bid non-responsive. Per NC G.S. 143-129 (b), an executed bid bond is required for formal construction and repair projects. The Attorney's Office was consulted and concurred.</p> <p>For comparison, the average price for the five remaining responsive bidders is \$ 1,637,053. The second low bidder was in-line with the other responses, and below the engineer's estimate. Carolina Prime was an outlier being significantly lower in several line items of the project.</p>
Mayfield	<p>38. Fleet Shop Tools and Equipment Why is this contract for one-year versus a 3-year locked in contract?</p>	<p>The commodities market is often very volatile based on the cost of raw materials. Vendors are reluctant to lock in pricing for more than a year. Initially, the ITB was issued for a 3-year term; based on the feedback received from vendors, the term was changed to annual.</p>
Mayfield	<p>39. Engineering Services for Water and Sanitary Sewer Relocation and Improvements I am assuming it is for the sake of continuity that the same Subs were chosen by each Prime, is the contract stating 10% per selected Prime, or 10% total when the same vendor is selected by multiple Primes?</p>	<p>These are considered separately, 10% per prime.</p>
Mayfield	<p>42. Mallard Creek Sanitary Sewer Phase 1 and Cross Charlotte Trail Construction For Clarification, does this \$69 million cost also include the construction so no amendments should be before this for a future Council as this is a guaranteed price?</p>	<p>The \$69 million is intended to cover the entire construction cost. Therefore, no amendments or additional cost should be expected in the future. This figure represents a guaranteed maximum price, assuming no significant changes or unforeseen issues arise.</p>
Mayfield	<p>44. Paving and Pathing Change Order Are the listed three sub-contractors all of the original sub-contractors on this project? If so, is this 7% feasible allocation on \$1 million contract based on inflation costs?</p>	<p>This change order serves as a stop-gap measure to be used until the procurement process for a new contract is completed. The new contract is planned to be advertised within the next 30 days. This change order will allow for maintaining operations until the new contract is in place and will have a CBI commitment of 7.41%. One of the hauling subcontractors listed is also from the original contract, the other two are new to this change order.</p>

Submitted By:	<u>Agenda Item # and Questions</u>	<u>Answers/Considerations</u>
Mayfield	52. Professional Engineering Services for Minor Storm Drainage Improvement Projects What is the process to ensure all 8 companies are utilized to ensure equity in disbursement?	This item supports a strategy of collocating consultant design engineers with Storm Water Services staff to accelerate work on multiple projects. Storm Water Services staff seek to keep a steady workload for all of these designers and new projects are assigned as designers are able to complete their work.
Mayfield	54. CATS Operations Bus On-Site Inspection Services Contract As we are in discussion of an Authority, why is Council being asked to approve this cost?	City Council remains the governing body that approves CATS contracts. If/when an authority is created, City Council would no longer need to approve CATS contracts.
Mayfield	55. Airport Aircraft Gate Equipment Purchase and Installation Why didn't this bid have to go out a second time as the estimate cost is in the millions?	Because this contract is considered a goods and installation contract and not a construction or repair contract, North Carolina procurement laws do not require a minimum number of bids. However, multiple companies participated in the pre-bid conference, establishing adequate competition, as required for federally funded projects. Aviation received two responses, one of which was a "no bid" letter.
Mayfield	56. Airport Concourse A Expansion Phase 3 Professional Services Less than 5% on a \$22 million+ contract seems very low. What are the standard participation levels on similar construction projects at the airport?	<p>For clarification, the action is not to approve a construction contract, but is a design contract (professional services). DBE goal negotiation is standard practice for aviation design service contracts.</p> <p>The work for this contract will be completed in phases. At this time, the scope of work for the first phase is determined, while the scope for the subsequent phases is outlined and will be fully determined after the first phase is completed.</p> <p>Aviation fully anticipates the DBE participation for this contract to exceed the negotiated goal of 4.55% and will carefully track DBE goal achievement and identify opportunities for enhanced DBE utilization throughout the life of the project. In addition, DBE achievement will be reported to the Federal Aviation Administration (FAA) on an ongoing basis.</p>
Mayfield	57. Airport Fourth Parallel Runway North End-Around Taxiway Extension Construction Can these be re-negotiated to be "guaranteed pricing" as item A is almost \$84 million and this 2 nd amendment for item B is \$11,508,689?	<p>Action A is a construction contract that was procured by Invitation to Bid (ITB). The Airport is required to take the lowest responsive, responsible bidder per North Carolina procurement laws. In this case, Aviation received 4 bids, 3 of which were under the engineer's estimate for the work. The low bid is approximately \$25 million below the engineer's estimate. Because this was procured via ITB, the contract is not negotiated, and it is presumed that the contract value is a "guaranteed price".</p> <p>Action B is a construction administration services contract that is negotiated based on the scope of work. While this is amendment 2 to the full contract, the first amendment was specific to design services (a separate scope). The Aviation Department negotiated the fee with the consultant and then had another consultant perform an Independent Fee Estimate (IFE), as required by federal grant rules to ensure the fee was fair and reasonable. While the fee is not a "guaranteed price," Aviation has taken steps to ensure the fee is adequate for the scope of work.</p>

Submitted By:	Agenda Item # and Questions	Answers/Considerations																					
	<p>58. Fiscal Year 2024 Tax Collector’s Settlement Statement and Fiscal Year 2025 Order of Collection</p> <p>Do these settlement statements include the tax reimbursement amounts that Council is routinely asked to approve?</p>	<p>Yes. Both the refund amounts and the statements provided come from the Mecklenburg County Office of the Tax Collector that accounts for the refunds amounts within the totals.</p>																					
Business Items																							
Mayfield	<p>13. Municipal Agreement with North Carolina Department of Transportation</p> <p>For clarification, this request is accepting funds for the “NCDOT will fully fund the cost of these improvements and will manage construction of the project to install these improvements.” Or is this city approving to release over \$18 million?</p>	<p>The NCDOT is funding the entire project. CDOT is paying Duke Energy for the installation of poles to support the traffic signal soon to be in construction. After CDOT makes this payment, NCDOT will reimburse the city for the \$18,183 paid to Duke Energy. This Municipal Agreement is needed for CDOT to accept the reimbursement from NCDOT.</p>																					
	<p>14. Lease at McGill Rose Garden</p> <p>For clarification, currently the sub-leases at the current site are revenue to the McGill Rose Garden, Inc. and if this request is approved any additional income will go to the McGill Rose Inc. versus the city receiving any of the revenue?</p>	<p>Yes, that is correct. McGill keeps the money from the only sublease that is with Rosie’s. Also, McGill pays for all maintenance and utilities. The city contributes no money to McGill.</p>																					
	<p>15. Lease of Office Space for the Charlotte-Mecklenburg Police Department’s North Division Station</p> <p>For clarification, if approved we are also committing to the possibility of two 4% increases if the 6-month extension options are needed “24-month term with two six-month extension options”?</p>	<p>If approved, we are committing to an automatic 4% increase at the end of the first 12 months of the initial 24-month term. Each 6-month renewal would carry a 4% increase if we exercise the option to renew. .</p> <table border="1" data-bbox="824 1146 1503 1461"> <thead> <tr> <th>Lease Period</th> <th>Base Rent Per Rentable Square Foot Per Annum</th> <th>Monthly Base Rent</th> </tr> </thead> <tbody> <tr> <td>5/1/25 – 4/30/26</td> <td>\$23.00</td> <td>\$20,412.50</td> </tr> <tr> <td>5/1/26 – 4/30/27</td> <td>\$23.92</td> <td>\$21,229.00</td> </tr> <tr> <td>IF APPLICABLE</td> <td></td> <td></td> </tr> <tr> <td>5/1/27 – 10/31/27</td> <td>\$24.88</td> <td>\$22,081.00</td> </tr> <tr> <td>IF APPLICABLE</td> <td></td> <td></td> </tr> <tr> <td>11/1/27 – 4/30/28</td> <td>\$25.88</td> <td>\$22,968.50</td> </tr> </tbody> </table> <p>Description in RCA has been updated to specify the 4% increase applies after the first 12 months.</p>	Lease Period	Base Rent Per Rentable Square Foot Per Annum	Monthly Base Rent	5/1/25 – 4/30/26	\$23.00	\$20,412.50	5/1/26 – 4/30/27	\$23.92	\$21,229.00	IF APPLICABLE			5/1/27 – 10/31/27	\$24.88	\$22,081.00	IF APPLICABLE			11/1/27 – 4/30/28	\$25.88	\$22,968.50
Lease Period	Base Rent Per Rentable Square Foot Per Annum	Monthly Base Rent																					
5/1/25 – 4/30/26	\$23.00	\$20,412.50																					
5/1/26 – 4/30/27	\$23.92	\$21,229.00																					
IF APPLICABLE																							
5/1/27 – 10/31/27	\$24.88	\$22,081.00																					
IF APPLICABLE																							
11/1/27 – 4/30/28	\$25.88	\$22,968.50																					
Mayfield	<p>17. Charlotte Regional Transportation Planning Organization Memorandum of Understanding</p> <p>What relationship, if any, is this to the proposed authority?</p>	<p>The Memorandum of Understanding (MOU) is the CRTPO’s governing document and outlines its policies, structure, membership, and roles and responsibilities. Thus, there is no direct relationship between the MOU and the proposed authority. However, if an authority is formed, as per federal law, a representative will be included on the CRTPO policy board in the same manner that the MTC is currently represented on the board. This would require an MOU amendment to delete the reference to the MTC as a voting member and replace it with the authority’s name.</p>																					