

Wilkinson 19 RFP
Addendum I: Questions and Answers

1. You show an existing stream running through the lot, but none of the other plans and attachments show this. It is not shown in the CLT Quattro Eval.



- Specifics on the stream were unavailable at the time of publication. Answer will be provided in a future addendum.
2. Can the tree save be relocated or bought out of? Does it need to be where it is shown?
- Proposers can locate the tree save wherever it makes sense for their site design. There is tree save available on a nearby, CLT-owned parcel which can be leased for an additional fee.
3. There is a note to reevaluate the Regional BMP to serve Wilkinson 19. Has this been done?
- The Regional BMP idea was conceived when the Airport believed multiple projects would develop concurrently. That is no longer how the Airport sees this area developing.
4. Will a Right-in right-out be allowed on Wilkinson Boulevard? Does a TIA Analysis need to be completed on the site?
- Any changes to Wilkinson Boulevard will need to be discussed with the North Carolina Department of Transportation during permitting. Similarly, changes to Todd Road will need to be discussed with the Charlotte Department of Transportation
5. Clarification on the 6/1/2022 lease agreement date. Are rental funds due on this date, or does Due diligence start on this date? Per the language on page 23 section 7 "Project Schedule" makes it sound like permitting would start on this date. Please Clarify.
- Rental funds are due on the Possession Date which will be no earlier than June 1, 2022. Proposers can expect the Airport to be reasonable in negotiating a due diligence period preceding the Possession Date.
6. Do you have a standard LOI form, or do we provide our own?
- Proposers should provide their own LOI.
7. Is the \$50,000 refundable if for some reason the site can't be developed, or is it non refundable once submitted?

- The \$50,000 is refundable if the winning Proposer finds that the site cannot be developed.
8. What day is the possession Date? Is this the day rent is due and the store is open and operating?
- The Possession Date is the date when the Airport delivers to the winning Proposer the leased property, free of occupants. This is the day rent is due to the Airport. The date the facility is open is the Date of Beneficial Occupancy.
9. "The construction Timeline as well as compensation should reflect any off-site improvements required by development standards..." Is there any idea what improvements need to be done? This will be hard to gauge in this little of time, especially if a traffic analysis is due. Is the access shown on the concept plan approved locations?
- The need for a traffic analysis will be driven by the final site plan and density of proposed development. At this time CLT does not know what, if any, off-site improvements may be required.
10. Section G claims financial records could be required, but H says it will not be required. Which is correct? Also, what financial records if required would you need?
- Financial information will not be required in the initial submission of Proposals. After Proposals are received, CLT reserves the right to request financial information from Proposers. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit.
11. This says to provide a complete set of development, design, and construction plan as part of the proposal. This will be very tough to do with no survey, topo, etc. Are we expected to order survey now, or does the proposal just need a site plan, renderings, etc. per form 5 on page 20?
- Proposals just need to include at a minimum a development plan, site plan, rendering, and project schedule.
12. Do we need to know all end users for any sub leases by proposal, or can we figure that out during design or after we open? Also, what does their approval process look like? This will be tough to do without control of the property. Can we just show pads and sizes of pads?
- Specific end users do not need to be included in proposals; however, the type of end use (i.e. drycleaner, paid parking lot, gas station) will need to be identified.
13. Can you clarify the overall design concept for each component of the facility? Is this just a floor plan?
- A floor plan will suffice for the overall design concept, as would a narrative description of design, function, capacity, etc of the proposed building(s).
14. On the proposed food and beverage brands or tenants, is this just if you sublease part of the building to a food user like mcdonalds etc.?
- Yes, that is correct.
15. Who would comment on the off-site improvements to give proposers an idea of what will be required if a truck stop builds here, and if a traffic impact study be required?

- Charlotte Department of Transportation will be able to comment on off-site improvements that may be needed.
16. Are you wanting full construction plans with the proposal? This will be very tough in this short of a time frame. Also, will there be an expedited review process include with this site, as we are at the mercy of the Planning Department, and with staff shortages, turn-around times have been extremely slow and behind.
- CLT does not expect full construction plans. Please provide as much detail as possible to convey the Proposer's ability to bring the site plan to fruition, at a minimum what elements of construction will be completed on what schedule.
17. If our site plan or paving changes from what we proposed due to unknowns, what does that approval look like after RFP approval?
- Changes to site plan will be reviewed by the Commercial Services and Property Manager.
18. What is the additional fee for off-site storm and tree mitigation?
- The fee for off-site storm and tree mitigation can be negotiated with the Airport.
19. Is there a set date that the store needs to be open by after the 6/1/22 date? Depending on current review times, this could be a critical item.
- The Date of Beneficial Occupancy (i.e. date facility is open) must be within two years of the Possession Date (assumed to be 6/1/22).
20. It seems this is when development plans actually begin on 6/1/22. This is the date survey would be ordered to create full construction plans, versus the proposal. More just trying to clarify what exactly is needed with proposal vs what starts after the 6/1/22 date.
- The project schedule should begin on 6/1/22. CLT does not expect full construction plans. Please convey in the proposal what elements of construction will be completed on what schedule.
21. Are these terms negotiable? Is there a word document you can provide for changes? This lease looks to be for a Corporate Hanger vs a truck stop.
- Lease terms are negotiable.
22. Do we need a waiver being a gas use per item (v).
- If the winning proposal includes a gas station, the lease will be modified to allow for the storage of gasoline on the premises.
23. If there is existing contamination does the city pay for clean up?
- If there is existing contamination, the Airport will not solely be responsible for remediation.
24. Can we do our own environmental and geo testing on the property as part of development?
- Yes
25. Please clarify the difference in Possession and DBO. Sections 1.5, 2.2, and 3.1 seem confusing as to what is the actual start date of lease.
- The Possession Date is the date when the Airport delivers to the winning Proposer the leased property, free of occupants. This is the day the lease begins and the day rent is due to the Airport. The Date of Beneficial Occupancy is the day the facility opens.

26. Can Section 3.2 be deleted?

- Lease terms are negotiable.

27. What is the 49 U.S.C. 40103 (e) (formerly section 308 of the federal aviation of 1958, as amended.

- The Federal Aviation Administration prohibits the granting of exclusive rights at federally-obligated airports, which includes CLT.

28. How is this right to terminate determined?

- The right to terminate for Civil Rights violations is determined by the Federal Aviation Administration. To CLT's knowledge, this has not been triggered at any airport since the FAA made the inclusion of this provision a requirement in the last decade.

29. If we are in default but subleases are not, what happens?

- The subleases only have the right to be there through the right of the lessee. If the Lessee is in default, the sublessee would lose their right.

30. Is there any City work?

- There is no known "City work" at this time.

31. Section 6 change orders. Does this apply since the construction costs are on Lessee?

- As the facility will be remitted to the City at the end of the final term of the contract, the City would like to review Change Orders.

32. Does the proposed site plan need to conform to the one provided?

- Proposers can provide their own site plan and/or additional/different end uses for the property. Given CLT's relationship with the Federal Aviation Administration, the final end use and site plan will be reviewed by the FAA.

33. Is there any pricing guidance one a lease rate?

- An appraisal of the property is now available as Addendum III: Wilkinson 19 Appraisal.