



## City of Charlotte

Agenda Date: 7/22/2019

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Agenda #: 29.File #: 15-11228 Type: Consent Item

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**Contracts for the Purchase of Vehicles****Action:**

- A. Approve unit price contracts for the purchase of police pursuit and miscellaneous vehicles for one year to the following:**
- Carthage F LLC dba Cooper Ford,
  - Parks Chevrolet, Inc.,
  - Performance Ford, Inc. and
- B. Authorize the City Manager to renew the contracts for up to four, one-year terms with possible price adjustments and to amend the contracts consistent with the purpose for which the contracts were approved.**

**Staff Resource(s):**

Kay Elmore, General Services  
Chris Trull, General Services

**Explanation**

- The city's annual budget includes funding to replace or add vehicles to the city's fleet based on an assessment of vehicles and equipment conducted by Fleet Management.
  - This assessment uses a rating based on vehicle usage, age, maintenance costs, and condition.
- On May 2, 2019, the city issued an Invitation to Bid on behalf of the Charlotte Cooperative Purchasing Alliance; five bids were received.
- Carthage F LLC dba Cooper Ford, Parks Chevrolet, Inc., and Performance Ford, Inc. were selected as the lowest responsive, responsible bidders.
- Fiscal Year 2020 expenditures for all contracts are estimated to be \$7,734,840.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: General Capital Equipment Fund and CATS Capital Investment Plan

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE  
INTERCEPTOR AND MISCELLANEOUS VEHICLES**

**THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE INTERCEPTOR** (this "First Amendment") is made and entered into this 22nd of July 2020, by and between Carthage F LLC dba Cooper Ford, a limited liability company doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for Interceptor and Miscellaneous Vehicles dated July 22, 2019 (the "Contract") pursuant to which the Company agreed to provide Interceptors and Miscellaneous Vehicles for the City of Charlotte.
- B. The parties now desire to amend the Contract to extend the Term of the Contract by the first of four (4) one-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment extends the Term of the Contract by the first of four (4) one-year renewal terms to expire on July 21, 2021.
4. Section 17 of the Contract ("Delivery Time") is hereby replaced as follows:
  17. DELIVERY TIME. When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity. However, failure to meet a delivery time will not be considered a breach of this section if such failure is due to a Force Majeure Event as described in Section 42 below.
5. Section 42 of the Contract ("Force Majeure") is hereby replaced as follows:
  42. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- a. Could not have been prevented by reasonable precaution;
- b. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, public health emergencies, epidemics, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

CARTHAGE F LLC  
DBA COOPER FORD

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: Dan Kidd  
(signature)

BY: \_\_\_\_\_  
(signature)

PRINT NAME: DAN KIDD

PRINT NAME: \_\_\_\_\_

TITLE: Government Fleet Manager

TITLE: \_\_\_\_\_

DATE: 06/01/20

DATE: \_\_\_\_\_



**CITY OF  
CHARLOTTE**  
Digital Contract Routing Form  
Non-Encumbered

Date Submitted: July 07, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2020000106

Amendment #: 1

Contract Name: Interceptor and Miscellaneous Vehicles

Vendor Legal Name: Carthage F LLC dba Cooper Ford

Vendor #: 305152

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte**

eSigned via SeamlessDocs.com

*Angela Charles*

Key: 099f2b82106208b08604836a6d9eb831

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# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)  
06/18/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

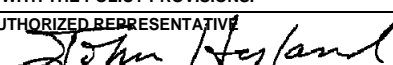
<b>PRODUCER</b> Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	<b>CONTACT NAME:</b> Sentry Customer Service
	<b>PHONE (A/C, No, Ext):</b> 800-473-6879 <b>FAX (A/C, No):</b> 800-514-7191
	<b>EMAIL ADDRESS:</b> businessproducts_direct@sentry.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Sentry Select Insurance Company	<b>NAIC #</b> 21180
<b>INSURED</b> Carthage F LLC DBA Cooper Ford PO Box 100 Carthage, NC 28327-0100	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES      PROD / CUSTOMER ID:      CERTIFICATE #: 1625715      REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/>	<b>GARAGE LIABILITY</b>	<input checked="" type="checkbox"/>		2568279004	08/31/2019	08/31/2020	AUTO ONLY (Ea accident)		\$ 500,000				
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS						<input type="checkbox"/> OTHER THAN AUTO ONLY <input type="checkbox"/> EA ACCIDENT <input type="checkbox"/> AGGREGATE	\$ 500,000 \$ 2,500,000					
A	<input checked="" type="checkbox"/>	<b>GARAGE KEEPERS LIABILITY</b>	<input checked="" type="checkbox"/>		2568279004	08/31/2019	08/31/2020	<input checked="" type="checkbox"/> COMP / OTC	LOC	1	\$ 175,000			
		<input type="checkbox"/> LEGAL LIABILITY						LOC		\$				
	<input checked="" type="checkbox"/>	<b>DIRECT BASIS</b>						<input checked="" type="checkbox"/> COLLISION	LOC	1	\$ 175,000			
	<input checked="" type="checkbox"/>	<input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS							LOC		\$			
		<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE			\$			
		<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)			\$			
		GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)			\$			
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY			\$			
		OTHER						GENERAL AGGREGATE			\$			
								PRODUCTS - COMP/OP AGG			\$			
											\$			
A	<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>		2568279005	08/31/2019	08/31/2020	EACH OCCURRENCE			\$ 5,000,000			
		<b>EXCESS LIAB</b>						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		\$ 15,000,000				
		<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG			\$ 15,000,000			
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER					
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y / N				E.L. EACH ACCIDENT		\$
		If yes, describe under REMARKS below										E.L. DISEASE - EA EMPLOYEE		\$
												E.L. DISEASE - POLICY LIMIT		\$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to attached

<b>CERTIFICATE HOLDER</b> City of Charlotte Dept of General Services - City Procurement 600 E 4th St 9th Fl Gmcc Charlotte, NC 28202-2816	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Michael Manfreda		<b>NAMED INSURED</b> Carthage F LLC DBA Cooper Ford	
<b>POLICY NUMBER</b> 2568279004			
<b>CARRIER</b> Sentry Select Insurance Company	<b>NAIC CODE</b> 21180	<b>EFFECTIVE DATE:</b> 08/31/2019	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** ACORD 30 **FORM TITLE:** Certificate Of Garage Insurance**Auto Dealers**

City of Charlotte is named as Additional Insured. Garage Liability includes General Liability coverage. Contract # 2020000106-1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** Carthage F LLC DBA Cooper Ford  
**Endorsement Effective Date:** 06/18/2020

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
City of Charlotte  
Dept of General Services - City Procurement

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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

**Change effective 06/18/2020**

**CA 76 01 06 15**  
2568279  
Sentry Select Insurance Company

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