



City of Charlotte

Agenda Date: 7/22/2019

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

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

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

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE INTERCEPTOR AND MISCELLANEOUS VEHICLES (this "Fourth Amendment") is made and entered into this 2 of August 2023, by and between P & G Chevrolet dba Parks Chevrolet Inc., a North Carolina corporation 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 Interceptor and Miscellaneous Vehicles for the City of Charlotte.
- B. The parties amended the Contract on July 22, 2020, to extend the Term of the Contract by the first of four (4) one-year renewal terms and to incorporate other changes.
- C. The parties amended the Contract on July 22, 2021, to extend the Term of the Contract by the second of four (4) one-year renewals and to make adjustments to unit pricing based on model year price changes.
- D. The parties amended the Contract on July 22, 2022, to extend the Term of the Contract by the third of four (4) one-year renewals and to make adjustments to unit pricing based on model year price changes.
- E. The parties now desire to amend the Contract to extend the Term of the Contract by the fourth 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:

A G R E E M E N T

- 1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
- 2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The parties acknowledge and agree that the Contract has been in effect at all times from July 22, 2019, through the present, and that all purchases made during the period from July 22, 2019, through the date of this Amendment are covered by the Contract.
- 4. This Fourth Amendment extends the Term of the Contract by the fourth of four (4) one-year renewal terms to expire on July 21, 2024.
- 5. 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.
- 6. 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 acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourth Amendment to be executed as of the date first written above.

P & G CHEVROLET DBA PARKS CHEVROLET INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(Signature)

BY: SEE ATTACHMENT BELOW
(Signature)

PRINT NAME: RICK NASH

PRINT NAME: _____

TITLE: FLEET ACCOUNT MANAGER

TITLE: _____

DATE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: August 02, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2020000117

Amendment #: 4

Contract Name: Interceptor and Miscellaneous Vehicles

Vendor Legal Name: Parks Chevrolet, Inc.

Vendor #: 90240

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:

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

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b08804836a6d96b8



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

06/02/2023

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 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).

PRODUCER Ally Risk Services Inc 500 Woodward Ave Detroit, MI 48226	CONTACT NAME: Dealer Products PHONE (A/C, No, Ext): 800-729-4622 Option #4 E-MAIL ADDRESS: certificates@ally.com	FAX (A/C, No): 866-955-6665
	INSURER(S) AFFORDING COVERAGE	
INSURED Parks Chevrolet, Inc. 615 NC Hwy 66 S Kernersville, NC 27284	INSURER A: Falls Lake National Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **PROD / CUSTOMER ID:** **CERTIFICATE #:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> HIRED AUTOS ONLY	X		APK000072300	06/01/2023	06/01/2024	AUTO ONLY (Ea accident)	\$ 1,000,000
A	GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY <input checked="" type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS	X		APK000072300	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> COMP/OTC <input type="checkbox"/> SPECIFIED PERILS <input checked="" type="checkbox"/> COLLISION	LOC BLK \$ 12,600,000 LOC \$ LOC BLK \$ 12,600,000 LOC \$
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Included in Garage Liability			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		AXS000072000	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 45,000,000 \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Excesss Liability	X		PDFXS000900	06/01/2023	06/01/2024	Each Occurrence: \$5,000,000 Aggregate: \$5,000,000	

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability is included in Garage Liability. A 30 day notice of cancellation applies except in the event of non-payment in which a 10 day notice applies.

See attached Acord 101 for additional named insureds and named insureds.

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street Charlotte, NC 28202 CONTRACT # 2020000117 AMENDMENT # 4	CANCELLATION 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 <i>Matthew Larson</i>
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Ally Risk Services Inc		NAMED INSURED Parks Chevrolet, Inc.	
POLICY NUMBER APK000072300			
CARRIER FALLS LAKE NATIONAL INSURANCE COMPANY	NAIC CODE	EFFECTIVE DATE: 06/01/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** Certificate of Garage Insurance

ADDITIONAL NAMED INSUREDS INCLUDE: Parks Chevrolet, Inc.; Parks Vehicle Sourcing, LLC; Parks Chevrolet of Charlotte; Parks at the Lake, LLC; Parks Buick GMC, LLC; P & G Chevrolet, LLC dba Parks Chevrolet; Parks Chevrolet RVA, LLC; Parks Automotive Group, LLC; Parks Buick GMC KV, LLC dba Parks Buick GMC; Parks Mgt Co, LLC; Parks Chevrolet SPG, LLC; Parks Ford HV, LLC dba Parks Ford; FEP Auto Holdings, LLC; PLNG JV, LLC; Parks Chevrolet, LLC; Robinson Jr, LLC; DDD Consulting, LLC; Hubert B Parks Marital Trust; PAG Roanoke I, LLC dba BMW of Roanoke; PAG Roanoke II, LLC dba Audi Roanoke; PAG Roanoke III, LLC Parks Acura; PAG CDJR LN, LLC dba Lake Norman Chrysler Dodge Jeep; PAG CDJR GS, LLC dba Gastonia Chrysler Dodge Jeep Ram; P&G Chevrolet, Inc. dba Parks Chevrolet; Parks Chevrolet RVA, Inc.