



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

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
INTERCEPTOR AND MISCELLANEOUS VEHICLES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE INTERCEPTOR AND MISCELLANEOUS VEHICLES (this "Second Amendment") is made and entered into this 22nd of July 2021, by and between P & G Chevrolet DBA Park Chevrolet Inc., a 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 now desire to amend the Contract to extend the Term of the Contract by the second of four (4) one-year renewal terms and to make adjustments to unit pricing based on model year price 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 Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Second Amendment extends the Term of the Contract by the second of four (4) one-year renewal terms to expire on July 21, 2022.
4. This Second Amendment incorporates unit price revisions based on model year price changes per the pricing sheet in Exhibit A.
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 acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

PARKS CHEVROLET INC.:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Rick NASH

PRINT NAME: _____

TITLE: FLEET Account Manager

TITLE: _____

DATE: 7/19/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: July 28, 2021

Submitted by: David Tate

Submitter email: dtate@charlottenc.gov

Contract #: 2020000117

Amendment #: 2

Contract Name: Interceptor and Miscellaneous Vehicles

Vendor Legal Name: P & G Chevrolet DBA 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
Brent Cagle
Key: f69f2b821 06208b08604836a5d96b831

**EXHIBIT A
PRICING SHEET**

Contract#: 2020000117

Amendment#: 2

Vendor#: 90240

ITEM	DESCRIPTION	SPEC #	MFG NAME	MODEL	INITIAL BID PRICE	AMENDMENT #2 - UNIT PRICE	AMENDMENT #2 - \$ CHANGE	AMENDMENT #2 - % CHANGE	LEAD TIME ARO
6	CHEVROLET TAHOE 4X4 POLICE PURSUIT	CSS.PV	CHEVROLET	CK15706 TAHOE	\$37,170.02	\$40,405.00	\$3,234.98	8.70%	-
	OPTION 6.1 - BTV - REMOTE VEHICLE START				\$300.00	\$300.00	\$0.00	0.00%	
	OPTION 6.2 - PQA - ENHANCED DRIVER ALERT PACKAGE				\$695.00	\$400.00	(\$295.00)	-42.45%	
7	CHEVROLET TAHOE 4X4 SPECIAL SERVICES	CFD.TS	CHEVROLET	CK15706 TAHOE	\$37,072.05	\$40,430.00	\$3,357.95	9.06%	-
	OPTION 6.1 - BTV - REMOTE VEHICLE START				\$300.00	\$300.00	\$0.00	0.00%	
	OPTION 6.2 - PQA - ENHANCED DRIVER ALERT PACKAGE				\$695.00	\$400.00	(\$295.00)	-42.45%	
9	15- PASSENGER ONE-TON CARPOOL VAN	TEB.15	CHEVROLET	CG33706	\$32,946.80	\$34,492.00	\$1,545.20	4.69%	-
	OPTION 6.1 - 110 VOLT POWER INVERTER				STANDARD	-	-	-	
	OPTION 6.2 - REMOTE START INSTALLED AND PROGRAMMED				\$300.00	\$300.00	\$0.00	0.00%	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2021

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).

PRODUCER Zurich - Account Service Center 7045 College Blvd. Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276	CONTACT NAME: Zurich - Account Service Center
	PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No): 888-734-6776 E-MAIL ADDRESS: service.center@zurichna.com
INSURED M021034949 P & G CHEVROLET, INC. 615 NC HWY 66 S KERNERSVILLE, NC 27284	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Company 16535
	INSURER B: American Guarantee and Liability Ins. Co. 26247
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADM0298102-04	06/01/2021	06/01/2022	EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADM 0298102-04	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	AUC 0298097-04	06/01/2021	06/01/2022	EACH OCCURENCE \$10,000,000 AGGREGATE \$30,000,000 PRODUCTS-COMP/OP AGG \$30,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers - Direct Coverage	<input type="checkbox"/>	<input type="checkbox"/>	ADM0298102-04	06/01/2021	06/01/2022	Total Policy Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate: GENERAL LIABILITY

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.
See Additional Remarks Schedule Attached

CERTIFICATE HOLDER CITY OF CHARLOTTE 600 EAST FOURTH STREET CHARLOTTE, NC 28202 contract 2020000117 AMENDMENT # 2 Attn: Fax:	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>Mark G. Kampfer</i>
--	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL REMARKS SCHEDULE

AGENCY Zurich - Account Service Center		NAMED INSURED P and G CHEVROLET, INC. 615 NC HWY 66 S KERNERSVILLE, NC 27284	
POLICY NUMBER ADM0298102-04			
CARRIER Zurich American Insurance Company	NAIC CODE 16535	EFFECTIVE DATE: 06/01/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Products - Completed Operations Aggregate of \$3,000,000 applies to the Garage Liability.

Certificate holder is named as an Additional Insured per Endorsement: CA 20 48.

The cert holder is Additional Insured to the garage liability policy for this insured.

Additional Named Insured(s) Include: PARKS AT THE LAKE II, LLC, PARKS VEHICLE SOURCING, LLC, PARKS CHEVROLET, INC, PARKS CHEVROLET, PARKS CHEVROLET OF CHARLOTTE, PARKS AT THE LAKE, PARKS BUICK GMC, LLC SELECTIVE INSURANCE COMPANY OF AMERICA DAVID HEPNER CFO, PARKS CHEVROLET RVA, LLC DBA PARKS CHEVROLET, PARKS AUTOMOTIVE GROUP, LLC