

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 1st of January 2022, by and between Advance Stores Company, 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 dated January 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Automotive Parts and Accessories and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract with the First Amendment dated January 1, 2018 to incorporate price adjustments.
- C. The parties amended the Contract with the Second Amendment dated February 1, 2018 to incorporate alternate sourcing systems with margin percentage above actual cost to Company.
- D. The parties amended the Contract with the Third Amendment dated September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract with the Fourth Amendment dated January 1, 2019 to incorporate price adjustments due to aluminum and steel tariffs and crude oil price increases.
- F. The parties amended the Contract with the Fifth Amendment dated January 1, 2020 to renew the contract for the first of two, two-year terms and incorporate unit price adjustments.
- G. The parties amended the Contract with the Sixth Amendment dated January 1, 2021 to incorporate price adjustments and additional discounts on qualified heavy-duty automotive filters.
- H. The parties amended the Contract with the Seventh Amendment dated July 1, 2021 to incorporate price adjustments and the Domestic (U.S.) Procurement Preference clause.
- I. The parties now desire to amend the Contract to extend the Term of the Contract by the second of two (2) two-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 Eighth Amendment by reference.
- 2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.

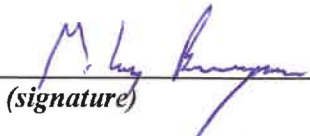
3. This Eighth Amendment extends the Term of the Contract by the second of two (2) two-year renewal terms to expire on December 31, 2023.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. 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 Eighth Amendment to be executed as of the date first written above.

ADVANCE STORES COMPANY, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Michael Casey Brannigan

PRINT NAME: _____

TITLE: SVP, Customer Engagement

TITLE: _____

DATE: Sept. 16, 2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: September 27, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017000280

Amendment #: 8

Contract Name: Automotive Parts and Accessories and Related Products and Services

Vendor Legal Name: Advance Stores Company, Inc.

Vendor #: 301178

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: 668f2b82108208b08604836a5396b891



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2021

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 Marsh USA Inc. Three James Center 1051 East Cary Street, Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CNT03091922--GAWC-21-22	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Advance Stores Company, Incorporated and Advance Auto Parts, Inc. 2635 E. Millbrook Road Raleigh, NC 27604	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE American Insurance Company	
	INSURER B : See Additional Page	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
NAIC # 22667		

COVERAGES **CERTIFICATE NUMBER:** CLE-006788108-01 **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	ADDL INSD	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 <input checked="" type="checkbox"/> Self-Insured Retention 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG72484344	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25547536	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SEE ADDITIONAL PAGE	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract Amendment 2017000280-8.

City of Charlotte, NC is included as additional insured where required by written contract with respect to general liability and automobile liability.

CERTIFICATE HOLDER City of Charlotte, NC Genetta N. Carothers, A.P.P.; CLGPO CCPA Program Administrator General Services - City Procurement 600 East 4th Street 2nd Floor Charlotte, NC 28202	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>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA Inc.		NAMED INSURED Advance Stores Company, Incorporated and Advance Auto Parts, Inc. 2635 E. Millbrook Road Raleigh, NC 27604
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC67822857 (AOS)

Carrier: Indemnity Insurance Company of North America (NAIC 43575)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

Policy Number: SCFC67822894 (WI)

Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

Policy Number: WLRC6782281A (AZ, MA)

Carrier: ACE American Insurance Company (NAIC 22667)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

Policy Number: WCUC67822778 (CA, FL, GA, NC, PA, VA)

Carrier: ACE American Insurance Company (NAIC 22667)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

SIR: \$750,000

Policy Number: WCUC67822936 (OH)

Carrier: ACE American Insurance Company (NAIC 22667)

Effective Date: 06/01/2021

Expiration Date: 06/01/2022

SIR: \$500,000