

INTRODUCED: May 13, 2019

AN ORDINANCE No. 2019-128

To authorize the Chief Administrative Officer and the Director of Procurement Services, for and on behalf of the City of Richmond, to execute the third Contract Modification to Contract No. 16000022041 between the City and Manchester Marketing, Inc. T/A Seibert’s Towing for towing-related services and tow lot operation for the purpose of ratifying all acts of the City and Manchester Marketing, Inc. T/A Seibert’s Towing that were in accordance with the provisions of Procurement Services Contract Modification No. 2 for Contract No. 16000022041 since the adoption of Ord. No. 2018-255, adopted Oct. 8, 2018.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 28 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

WHEREAS, pursuant to Ordinance No. 2016-176, adopted June 13, 2016, the City entered into Contract No. 16000022041 with Manchester Marketing, Inc. T/A Seibert’s Towing (the “Contractor”) to provide towing-related services and tow lot operation; and

WHEREAS, section 46.2-1217 of the Code of Virginia (1950), as amended, empowers the City Council to specify the fees or charges to be paid by the owner or operator of a vehicle towed at the request of a law enforcement officer; and

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 28 2019 REJECTED: _____ STRICKEN: _____

WHEREAS, pursuant to section 46.2-1217 of the Code of Virginia (1950), as amended, the City's Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles has reviewed the terms and conditions of the Contract Modification and provided its recommendations concerning the same to the City Council; and

WHEREAS, section 46.2-1217 of the Code of Virginia (1950), as amended, requires the approval of the City Council in order for the City to enter into a Contract Modification ratifying all acts of the City and Manchester Marketing, Inc. T/A Seibert's Towing that were in accordance with the provisions of Procurement Services Contract Modification No. 2 for Contract No. 16000022041 since the adoption of Ord. No. 2018-255, adopted Oct. 8, 2018.

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer and the Director of Procurement Services, for and on behalf of the City of Richmond, be and are hereby authorized to execute the third Contract Modification to Contract No. 16000022041 between the City and Manchester Marketing, Inc. T/A Seibert's Towing for towing-related services and tow lot operation in accordance with section 46.2-1217 of the Code of Virginia (1950), as amended, for the purpose of ratifying all acts of the City and Manchester Marketing, Inc. T/A Seibert's Towing that were in accordance with the provisions of Procurement Services Contract Modification No. 2 for Contract No. 16000022041 since the adoption of Ord. No. 2018-255, adopted Oct. 8, 2018. Such Contract Modification shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST
4-8736
APR 08 2019
Office of the
Chief Administrative Officer

RECEIVED

O&R REQUEST

DATE: 6 2019 March 29, 2019

EDITION: 1

TO: The Honorable Members of City Council
OFFICE OF CITY ATTORNEY

THROUGH: The Honorable Levar M. Stoney, Mayor

[Handwritten signature] 4/16/19
[Handwritten signature]

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora G. Reid, DCAO of Finance and Administration

THROUGH: John Wack, Director of Finance

THROUGH: Betty Burrell, Director of Procurement Services

THROUGH: Robert Steidel, DCAO of Operations

FROM: Bobby Vincent, Director of Public Works

SUBJECT: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AN AMENDMENT TO THE CONTRACT FOR TOWING AND TOW LOT OPERATIONS

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) and the Director of Procurement Services, to execute, on behalf of the City of Richmond, Contract Modification No. 3 with Manchester Marketing, Inc., T/A Seiberts's Towing (Seiberts's Towing) for tow related services and tow lot operations.

REASON: The City requires a contractor to provide towing services and tow lot operations for both City vehicles as requested by the Department of Public Works' Fleet Management Division and non-City vehicles under the direction of the City's Department of Police.

Seibert's Towing is requesting a rate increase in six (6) different categories of non-preference towing due to increases in operating cost since the inception of the contract in June 2016. In the past two years there have been increases in certain indices that have negatively impacted the towing business and threatens service levels expected by the City of Richmond.

Employee wages and benefits, subcontractor expenses, business insurance and fuel cost have all shown substantial increase in the last two years. The request is driven by a national driver shortage of commercial drivers who are qualified to drive tow trucks in the State of Virginia. Driver shortages are common in the trucking industry which are driving up wages and benefits.

RECOMMENDATION: Approval is recommended by the City Administration and the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond (the “Towing Advisory Board”). The Towing Advisory Board met on August 10, 2018 and reviewed and approved the Seibert’s requested fee increases contract modification. Va. Code § 46.2-1217 requires that the Towing Advisory Board review and the City Council approve any contract amendments. This amendment will not increase the City’s tow rates.

	Accident Tow (Day)	Accident Tow (Night)	Disabled (Day)	Disabled (Night)	Admin	Winch
June 2016	\$155	\$170	\$85	\$95	\$50	\$65
CPI 5%	\$162.75	\$178.50	\$89.25	\$99.75	\$52.50	\$68.25
Recommended	\$160	\$178	\$89	\$99	\$52	\$68

BACKGROUND: Va. Code § 46.2-1217 authorizes local governing bodies to enter into contractual agreements with “one or more businesses engages in towing.” The contract will provide towing services and tow lot operations for city vehicles as requested by the Department of Public Works Fleet Management Division and under the direction of the City’s Department of Police.

The contractor provides towing services for vehicles located within the City limits, for City-owned vehicles and “officially held vehicles” located outside the City limits, and at all City-owned property located outside the City limits. The towing services generally include, but are not necessarily limited to, the towing or storage, or both, of the following types of vehicles:

- A. City-owned vehicles (no storage required for these vehicles).
- B. Vehicles parked in any designated tow away zones, to include handicap parking and fire zones.
- C. Parking violations (“Peak Towing”: 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.).
- D. Abandoned vehicles.
- E. Vehicle accidents.
- F. Vehicles impounded for three or more parking tickets.
- G. Vehicles reported stolen.
- H. Vehicle disposal.
- I. Officially held vehicles (HFI), within the City limits and outside of the City limits.
- J. Vehicles impounded for 30 days for DUIs or specific equipment violations or both.

Ordinance No. 2017-198 was adopted November 13, 2017 amended the fee ranges for large truck tows by weight class. The fee ranges are based on what equipment will be needed to tow a large truck.

Ordinance No. 2018-255 was adopted October 8, 2018 amended the rates for six vehicle fees listed due to increase operational costs.

FISCAL IMPACT TO CITY/COST: N/A

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: N/A

REVENUE TO THE CITY: N/A

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: May 13, 2019

CITY COUNCIL PUBLIC HEARING: May 28, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (May 16, 2019)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Richmond Police, Public Works and Finance

RELATIONSHIP TO EXISTING ORD. OR RES: Ordinance No. 2010-61-64, adopted April 12, 2010, Ordinance No. 2016-176, adopted June 13, 2016, Ordinance No. 2017-198 and Ordinance No. 2018-255 adopted October 8, 2019

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS: (1) VA Code §46.2s1217, (2) Contract modification No. 3, (3) Ordinance No. 2016-176, (4) Ordinance No. 2017-198 and (5) Ordinance No. 2018-255

STAFF:

Lt. John Beazley, RPD (646-4721)

Lynne Lancaster, DPW (646-6006)

2

Contract & Contract
Modification No. 3



Contract No. 1600022041

CITY OF RICHMOND

PROCUREMENT SERVICES CONTRACT MODIFICATION NO. 3

THIS CONTRACT MODIFICATION is made and entered into as of the _____ day of _____, 2019, by and between the City of Richmond, hereinafter referred to as the "City," and Manchester Marketing, Inc. T/A Seibert's Towing, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 1600022041, dated June 23, 2016, for towing and tow lot operations;

WHEREAS, section 46.2-1217 of the Code of Virginia authorizes the City Council to specify in a contract for towing services the fees or charges to be paid by the owner or operator of a towed vehicle to the Contractor;

WHEREAS, on November 30, 2017, the City and the Contractor entered into Procurement Services Contract Modification No. 1 to specify certain oversized vehicle fees and to increase the maximum authorized contract amount;

WHEREAS, on October 8, 2018, by adoption of Ordinance No. 2018-255, the Council for the City of Richmond approved Procurement Services Contract Modification No. 2, which, upon signature, would amend the Contract to document a rate increase for six vehicle fees set forth in subsection A of section 5.1 ("Authorized Charges or Rates") in Part IV ("Special Terms and Conditions") of the Contract;

WHEREAS, beginning approximately a week after adoption of Ordinance No. 2018-255, the City and the Contractor began proceeding in all respects as though Procurement Services Contract Modification No. 2 was in force and effect, even though the City and the Contractor inadvertently failed to execute Procurement Services Contract Modification No. 2 until March 27, 2019;

WHEREAS, the City and the Contractor now desire to properly ratify all acts of the City and the Contractor that were in accordance with the provisions of Procurement Services Contract Modification No. 2 since adoption of Ordinance No. 2018-255; and

WHEREAS, the Council for the City of Richmond has approved this Contract Modification by Ordinance No. 2019-_____, adopted _____, 2019;

NOW, THEREFORE, for and in consideration of the mutual benefit to be derived by the City and the Contractor, the City and the Contractor agree that all acts of the City and the Contractor that were in accordance with the provisions of Procurement Services Contract Modification No. 2 through the date on which the Director of Procurement Services signs this Contract Modification are hereby ratified, and the Contract between the parties, except as modified herein, shall be and remain in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this instrument as of the respective dates written below.

FOR THE CITY:

FOR THE CONTRACTOR:

Director of Procurement Services

Printed Name: _____

Date

Printed Title: _____

Date: _____

Selena Cuffee-Glenn
Chief Administrative Officer

Date

APPROVED AS TO FORM:

Susan M. McKenney 04/23/2019
Assistant City Attorney Date

**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

This Contract, dated this _____ day of _____, 2016 (the "Commencement Date") between the City of Richmond, Virginia (the "City") and Manchester Marketing, Inc., T/A Seibert's Towing (the "Contractor"), is binding among and between these parties as of the date of the City's final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. T15002266 (the "Request for Proposals") for Towing and Tow Lot Operations and Ordinance No. _____ adopted _____, 2016.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.
2. **Contract Amount.** The maximum authorized contract amount for this Contract is ONE HUNDRED FOURTY THOUSAND U.S. Dollars (\$140,000.00). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.
3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
 - A. This Goods and Services Contract between the City and the Contractor.
 - B. The Negotiated Modifications to Contract Documents for Contract No. 16000022041, attached hereto as Exhibit A.
 - C. Blanket Purchase Agreement, attached hereto as Exhibit B
 - D. The Special Terms and Conditions attached to the Request for Proposals as modified by Addendum No. 1 dated February 9, 2016, and Addendum No. 2 dated February 11, 2016, and attached hereto as Exhibit C.
 - E. The General Terms and Conditions attached to the Request for Proposals as modified by Addendum No. 1 dated February 9, 2016, and Addendum No. 2 dated February 11, 2016, and attached hereto as Exhibit D.
 - F. The Statement of Needs attached to the Request for Proposals as modified by Addendum No. 1 dated February 9, 2016, and Addendum No. 2 dated February 11, 2016, and attached hereto as Exhibit E.
 - G. The Contractor's proposal dated February 18, 2016, attached hereto as Exhibit F.
 - H. The Instructions to Offerors attached to the Request for Proposals as modified by Addendum No. 1 dated February 9, 2016, and Addendum No. 2 dated February 11, 2016, and attached hereto as Exhibit G.

All of these documents are incorporated herein by reference.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

For the CITY:

By: _____
(signature in ink) *Date*

By: _____
C. Edward Gibbs *Date*
Director of Procurement Services

(typed name)

Selena Cuffee-Glenn
Chief Administrative Officer

(typed title)

IF A CORPORATION, AFFIX CORPORATE SEAL

**EXHIBIT A:
NEGOTIATED MODIFICATIONS TO CONTRACT DOCUMENTS FOR
CONTRACT NO. 16000022041**

These Negotiated Modifications are hereby incorporated into Contract No. 16000022041 (the "Contract") for towing and tow lot operation services as of the date of the City's final signature.

WHEREAS, the City and the Contractor desire to agree in writing to modify the final terms and conditions of Contract No. 16000022041.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the Commencement Date of the Contract:

1. The Contractor shall provide towing services to the City for code enforcement matters, to include towing inoperable motor vehicles from private property, under the supervision of the City's Code Enforcement Division of the Department of Planning and Development Review and in accordance with all requirements set forth in Article VII of Chapter 27 of the Code of the City of Richmond.
2. The third, fourth, fifth and sixth paragraphs on page 56 of the Contractor's proposal dated February 18, 2016, are hereby deleted in their entirety.
3. Page 57 of the Contractor's proposal dated February 18, 2016, is hereby deleted in its entirety.
4. For the avoidance of doubt, item D on page 58 of the Contractor's proposal dated February 18, 2016, was submitted for informational purposes only and does not reflect the charges and fees agreed to by the parties.
5. The parties agree to the following procedures for the adjustment of charges and rates set forth in the Contract:
 - A. The Contractor may request adjustments in the charges and rates set forth in this Contract by furnishing the City with written notice of its request at least 90 calendar days prior to the anniversary of the Commencement Date of the Contract. Any adjustment requests shall not exceed the increase in the following Consumer Price Index (CPI) published by the Bureau of Labor Statistics: All Urban Consumers Price Index (CPU-U) Series Id: CUURA311SA0. The Contractor shall provide documentation with the adjustment request verifying that the requested adjustment does not exceed 10% of the average going rate for similar services in the Richmond area in accordance with section 5.1(D) of Part IV ("Special Terms and Conditions") of the Contract.
 - B. The City, in its sole discretion, may submit the Contractor's request for adjustment to the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond for review and recommendation. Should the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond recommend approval of the adjustment, then the City may, in its sole discretion, submit a Contract Modification to City Council for approval.

C. In accordance with Virginia Code § 46.2-1217, the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond and the City Council must approve any adjustment in the charges and rates set forth in this Contract. Any adjustment in charges and rates must be documented in writing by the parties in accordance with section 8.5 ("Modification") of the General Terms and Conditions of the Contract.

6. The chart containing charges and rates set forth in subsection A of section 5.1 ("Authorized Charges or Rates") in Part IV ("Special Terms and Conditions") of Request for Proposals No. T150022266 is hereby replaced in its entirety as follows:

Abandoned	\$105	Plus storage \$45/day after 24 hours
Accidents		
Plus \$45/day upon entering lot	\$155	7 AM-7PM
Extra clean-up \$20	\$170	7PM-7AM
City Citations	\$105	Plus \$45/day after 24 hours
Release on Scene	\$40	
Disable		Plus \$45/day upon entering towlot
	\$85	7 AM-7PM
	\$95	7PM-7AM
DMV/Admin Fee	\$50	Applied after 72 hours
Driver's Arrest	\$105	Plus \$45/day after 24 hours
Environmental/CAPS	\$105	Plus \$45/day after 24 hours
Flipover	\$60	
Hold for Investigation (HFI)	\$95	Plus \$45/day 24 hours after notice
Jump Start	\$50	
Lockout	\$50	
Milage	\$3/mile	Outside Richmond City Limits
Private Property	\$125	Plus \$45/day after 24 hours
Retows	\$60	\$45 for auction vehicle in city limits
Stolen		
	\$85	Plus \$45/day 24 hours after notice
	\$95	7 AM-7PM
Storage	\$45/day	Including weekend /holidays
Tire Change	\$45	Per tire
Traffic/Parking Violation	\$105	Plus \$45/day after 24 hours
Winching	\$65	Per hour/one hour minimum
Convenience Tows	\$40	Towing of operable City vehicles
Oversized Vehicle Fee		
\$150 (10,001 - 16,000 lbs.)		Oversized Vehicle Fee
<i>\$50/daily storage rate</i>		\$275 (16,001 - 26,000 lbs)
		<i>\$55/daily storage rate</i>
Oversized Vehicle Fee		Air Hook-up - \$55
Customary industry rate (over 26,001		Cage Brakes - \$55

lbs.)		
<i>\$60/daily storage rate</i>		Remove Drive Shaft - \$55
<i>Mileage fee of \$4.50/mile outside Richmond City limits applies to oversized vehicles tows.</i>		
Additional labor/stand-by time - \$60/hour		
Vehicles are available for release from 7:00 AM to 8:00 PM. After hours release fee - \$35.		

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

Exhibit B

Blanket Purchase Agreement
16000022041, 0

City of Richmond
900 E Broad St
10th Floor, Room 1005
Richmond, VA 23219
United States

Type	Blanket Purchase Agreement
Order	16000022041
Revision	0
Order Date	25-MAY-2016
Created By	Jackson, Tillie
Revision Date	
Current Buyer	

Supplier: Manchester Marketing Inc
T/A Siebert's Towing
642 WEST SOUTHSIDE PLAZA DRIVE
RICHMOND, VA 23224
United States

Ship To: See Shipping Address Line from Shipment Details
Richmond, VA 23223
United States

Bill To: City of Richmond
Department of Finance Accounts Payable
PO Box 27545
Richmond, VA 23261
United States

Customer Account No	Supplier No	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	100001490	Net 45	Prepaid	FOB		
Effective Start Date	Effective End Date					Amount Agreed (USD)
						140,000.00
Confirm To/Telephone	Requester/Deliver To					
LAWSON, MELVIN (804) 622-2430						

Notes: All prices and amounts on this order are expressed in USD

**PART IV
SPECIAL TERMS AND CONDITIONS**

- 1.0 General Requirements.**
- 1.1 Contractor's Personnel.**
 - 1.1.1 Applicability of Section.** This Section 1.1 ("Contractor's Personnel") applies to employees or agents of the Contractor and of any subcontractor of the Contractor. The Contractor shall ensure that the provisions of this section are included in any subcontract so that the provisions thereof shall be legally binding on such subcontractor. Under no circumstances do the City and the Contractor intend that any provision of this Section 1.1 ("Contractor's Personnel") or any other provision of this Contract be interpreted or construed in a manner that would result in the Contractor being deemed anything other than an independent contractor or in the City being deemed as an employer of any employee, agent or subcontractor of the Contractor.
 - 1.1.2 When Operators to Be Furnished.** The Contractor shall furnish operators when called. These operators shall be available at all times for towing during the City's established parking violation hours. The failure of the Contractor to have its business properly manned shall not be an adequate excuse for failure to promptly respond to the City's towing requests.
 - 1.1.3 Removal of Personnel.**
 - A.** The Contractor shall promptly investigate allegations of theft from vehicles or other impropriety or suspected illegal activity. The Contractor shall remove personnel engaging in such improper activity from working under this Contract, and the Contractor shall immediately advise the City thereof.
 - B.** Any of the Contractor's personnel deemed by the Chief of Police or the designee thereof as unsuitable shall no longer perform towing services for the City under this Contract; however, such personnel may perform any other services for the Contractor.
 - 1.1.4 Appearance of Personnel.** The Contractor shall furnish experienced wrecker operators of a caliber suitable to interact with the public. All of the Contractor's personnel shall maintain a neat and clean appearance when performing their duties. All of the Contractor's personnel shall display a courteous attitude when dealing with the public and shall render all services in a prompt, courteous and respectful manner.
 - 1.1.5 Operator Training.** The Contractor shall ensure that all drivers are thoroughly familiar with city streets and are properly trained in all aspects of operating a wrecker and providing towing services in the most effective and efficient manner possible. Drivers must meet state certification requirements and be certified by the Contractor as to their ability to properly utilize towing equipment based on circumstances