

**Wrecker Service Agreement**

*Third Renewal*

**THIS AGREEMENT**, between the City of Broken Arrow, Oklahoma, a Municipal Corporation, 220 South First Street, Broken Arrow, Oklahoma 74011 "City" and STOREY WRECKER, an Oklahoma Corporation 775H North Redbud, Broken Arrow, Oklahoma, 74012, "Storey Wrecker".

**WITNESSETH:**

**WHEREAS**, The City has advertised for bids on the following items: Bid number 19.161 Wrecker Service.

**NOW, THEREFORE**, for and in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Notice to Bidders, Invitation for Sealed Bids, Bid Specifications, and the Bid Proposal of Seller (Collectively the "bid documents") on file in the City Purchasing Department, and this reference hereto, are hereby made as much a part of this agreement as if fully copied at length herein. (See Exhibit "A"). Except the following provisions are amended, to-wit:
  - A. Page 13, Vendors Proposal Rates/Fees: Our Bid answer is as follows: Fuel Surcharge Fee: Please refer to the Oklahoma Department of Public Safety Wrecker and Towing Services Manual based on the Midwest Region Department of Energy "Weekly Retail Diesel Prices"
  - B. Page 14, Paragraph/Line 9: Our bid is as follows: Please refer to the Oklahoma Department of Public Safety Wrecker and Towing Services Manual, Page 38, Title 47 S953.1 Section D Paragraph 4B which states: "Maximum hourly rate for skilled or specialized labor and/or equipment shall be the actual customary and ordinary rates charges for such labor and/or equipment."
  - C. The City agrees to incorporate exceptions A and B above
2. Storey Wrecker agrees to provide, at the request of the City, towing and impound services as set forth in the bid documents presently on file with the City Purchasing Department.
3. The terms of this agreement shall be effective commencing 12:01 a.m. July 1<sup>st</sup>, 2022 and continuing and including 12:00 a.m. June 30, 2023. The City shall have the option to renew the entire agreement for (3) additional one-year periods.

4. This document and all documents and/or writings previously incorporated by reference in paragraph 1, supra, constitute the entire agreement between the parties. No change or variation from the terms and conditions of this agreement may be made except by written instrument duly executed by both parties and Storey Wrecker shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, this agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited in paragraph 3, supra.

Approved:

CITY OF BROKEN ARROW, OKLAHOMA,  
A Municipal corporation,

\_\_\_\_\_  
Corporate Secretary

BY \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

STOREY WRECKER

By Tara Bashaw

Printed Name Tara Bashaw

Title President

Date 5/03/2021

ATTEST:

\_\_\_\_\_  
Corporate Secretary

(Seal)