

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of May, 2025, by and between TOWN of Wickenburg, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the "TOWN" and Felix Construction Company, an Arizona Corporation, hereinafter designated the "CONTRACTOR."

In consideration of the mutual covenants made herein the parties agree as follows:

1. CONTRACTOR has covenanted and agreed, for and in consideration of the payments made to CONTRACTOR by TOWN provided for in the CONTRACT DOCUMENTS for the PROJECT described below, and under the penalty expressed in the bonds required by such CONTRACT DOCUMENTS at his proper cost and expense to do all the WORK and furnish all MATERIALS, tools, labor and all appliances and appurtenances called for by the CONTRACT and all CONTRACT DOCUMENTS free from all claims, liens and charges whatsoever, in the manner, and for the conditions hereinafter specified, that are necessary for the construction of:

PROJECT – Bid 24-03 SWWTP Intensification Project

2. The WORK done and MATERIALS and equipment furnished shall be strictly pursuant to and in conformity with the SPECIFICATIONS and PLANS.

3. The Notice and Call for Bids, Information for BIDDERS and Bidding Requirements, General Conditions, SPECIAL CONDITIONS, ENGINEER'S INSTRUCTION BULLETINS, Bid, PERFORMANCE and PAYMENT BONDS, Affidavits, Authorized Signature Form, PLANS, Addenda and CHANGE ORDERS are incorporated herein and made hereby understood to be a part of this CONTRACT as though set forth in full.

4. This Agreement shall inure to the benefit of, and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

5. This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

6. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8. CONTRACTOR shall complete all WORK required within 120 DAYS beginning with the day following the starting date specified in the NOTICE TO PROCEED as more fully set forth in Sections 9.2.1 and 9.2.2 of the CONTRACT DOCUMENTS. Upon failure to complete the WORK within the time specified, CONTRACTOR shall pay the amount

of \$500.00 per calendar day for each day the WORK is not finally complete, as the terms are more fully described in Sections 9.7.1 and 9.7.2 of the CONTRACT DOCUMENTS as and for liquidated damages incurred by TOWN for failure to complete the WORK within the specified time.

9. CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the WORK to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the WORK, required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, SUBCONTRACTORS and their agents and employees, and other persons performing any of the WORK under any CONTRACT DOCUMENTS.

10. Should litigation be necessary to enforce any term or provision of this CONTRACT, or to collect any damages claimed or portion of the amount payable under this CONTRACT, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. Under Section 38-511, Arizona Revised Statutes, as amended, TOWN may cancel any CONTRACT it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of TOWN is, at any time while the CONTRACT or any extension thereof is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party to the CONTRACT with respect to the subject matter of the CONTRACT. In the event TOWN elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, TOWN agrees to immediately give notice thereof to CONTRACTOR.

12. All notices and demands required or permitted by this CONTRACT shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this CONTRACT; or (3) if given by facsimile, when addressed and transmitted to the respective facsimile number as specified below or to such other address or facsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by facsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

13. China. Pursuant to and in compliance with A.R.S. § 35-394, CONTRACTOR hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that CONTRACTOR will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic

Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. CONTRACTOR also hereby agrees to indemnify and hold harmless the WICKENBURG, its officials, employees, and agents from any claims or causes of action relating to the WICKENBURG's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the WICKENBURG in defending such as action.

14. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, CONTRACTOR hereby certifies that it is not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Notices to CONTRACTOR:
Matt Phillips
Felix Construction Company
2530 S. 52nd Avenue
Phoenix, AZ 85043
Telephone No. 480-464-0011

Notices to TOWN:
Town Manager
Town of Wickenburg
155 N. Tegner, Suite A
Wickenburg, Arizona 85390
928-684-5451

15. No amendment or waiver of any provision of these CONTRACT DOCUMENTS nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

16. No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN expressly reserves and shall have all rights and remedies available to it under the provisions of the CONTRACT DOCUMENTS.

17. The CONTRACT amount shall be as set forth in CONTRACTOR'S Bid, dated March 6, 2025, for two million, nine hundred and three thousand, one hundred and sixty-one dollars (\$2,903,161.00) including all applicable terms and conditions, and any additional amounts agreed to pursuant to valid CHANGE ORDER, approved by TOWN.

[Signatures on Next Page]

IN WITNESS WHEREOF, all identical and counterparts of this CONTRACT, each of them that shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

TOWN OF WICKENBURG, ARIZONA

Mayor BG Bratcher

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

CONTRACTOR

Signature _____

Name _____

Title _____