

**TOWN OF WICKENBURG CONTRACT
AUTO BODY REPAIR SERVICES
Contract No. _____**

THIS Contract is between the Town of Wickenburg, Arizona, a municipal corporation, ("Wickenburg"), and Devics Custom Coach a C corporation, ("Contractor)."

In consideration of the mutual promises made in this contract, Wickenburg and Contractor agree as follows:

1. Agreement. This contract is an on-call contract. A general description of the kind of Services that may be authorized is set forth on Exhibit A. Specific jobs will be authorized by an Authorization for Services. A form of Authorization for Services is attached hereto as Exhibit B. Delivery of a signed Authorization for Services shall constitute Contractor's authorization to proceed with the Services described in such Authorization for Services. Wickenburg does not guarantee any amount of work under this contract. All Services shall be performed in compliance with applicable laws and regulations.
2. Contract Price. The contract price for all Authorizations for Services during the term of this contract shall not exceed \$150,000. The hourly rates or other unit prices are set forth on Exhibit A and will apply to all Services performed under this contract. The contract price for each job is set forth on each Authorization for Services. If Contractor supplies any materials that are not included in the contract price, a description of the materials and the price of the materials shall be set forth on the Authorization for Services. The invoice for the Services shall be submitted to the Wickenburg's Representative within thirty (30) days from the completion of the Services described in an Authorization for Services. Invoices shall include the contract number and dates when the Services were performed. Payment will only be made for satisfactory Services.
3. Quality. All Services shall be of good quality and free of defects, performed in a diligent and professional manner, and performed only by persons holding valid licenses required to perform the Services.
4. Contractor Responsible to Know Conditions. Contractor shall tour the site where the Services are to be performed and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Wickenburg of any constraints associated with the Services site.
5. Representatives. Wickenburg Representative for this contract is Herschel Workman. The Contractor representative for this contract is Samantha Reynolds. All communications between the parties shall be through these representatives.
6. Subcontracts. Contractor's subcontracts are set forth in Exhibit A. Any modification to the list of Subcontractors requires the written consent of the Wickenburg.
7. Business Licenses. Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes.

8. Independent Contractor. Contractor agrees it is an independent Contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

9. Contract Term. The Contract term commences upon execution of the Contract and continues for three (3) years. The Contract may be renewed for up to one (1) additional 3-year term upon mutual agreement of the parties. All Services in an Authorization for Services shall be complete on or before the date set forth in the Authorization for Services.

10. Change Orders. Wickenburg may, by written change order, make changes in the Services, in which case a written change order shall be executed setting forth the change to the Services and the adjusted contract price. No services outside the Services described on Exhibit A shall be performed without a prior change order.

11. Insurance Representations and Requirements.

11.1 General. Contractor shall purchase and maintain, at its own expense, the minimum insurance coverage required by this Paragraph 11 with insurance companies licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Wickenburg. All insurance coverage, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, claims arising out of the performance of this Contract, Wickenburg, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract. All insurance required herein shall be maintained in full force and effect until all Services are satisfactorily performed, completed and formally accepted by the Wickenburg. Contractor's insurance shall be primary insurance as respects performance of subject Contract. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Wickenburg, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Prior to commencing any Services, Contractor shall furnish Wickenburg with Certificate(s) of Insurance. Such Certificate(s) shall identify the contract and be sent to Wickenburg;

11.2 Minimum Required Coverage.

Commercial General Liability: \$1,000,000 for each occurrence, \$2,000,000

Vehicle Liability: \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles.

Workers' Compensation Insurance: Statutory

12. Termination. Wickenburg may terminate this contract or any part for convenience upon written notice to Contractor; upon receipt, Contractor shall immediately stop work and shall be paid for that percentage of the Services performed.

13. Litigation. 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, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

14. Immigration Law Compliance Warranty. Contractor shall comply with applicable laws. Contractor warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 44-14401 is incorporated herein by reference in full.

15. Notices. Any notice to be given shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, as follows:

WICKENBURG:

CONTRACTOR

Town Manager

Town of Wickenburg

155 N. Tegner, Suite A

Wickenburg, Arizona 85390

The address may be changed by either party by serving notices as provided above.

16. Controlling Law. This Contract is to be governed by the laws of the State of Arizona.

17. Acceptance. If work is rejected by Wickenburg due to noncompliance with the contract, Wickenburg, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the contract and pay Contractor only for work properly performed.

18. Warranty. Contractor warrants all Services for a period of one (1) year following final acceptance by Wickenburg. Upon receipt of written notice from Wickenburg, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from Wickenburg, Wickenburg may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein.

19. Indemnification. Contractor shall indemnify, defend and hold harmless Wickenburg, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Contractor of the contract, except any such injury or damages arising out of the sole negligence of Wickenburg, its officers, agents or employees.

20. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

21. 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 Wickenburg, its officials, employees, and agents from any claims or causes of action relating to Wickenburg's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Wickenburg in defending such as action.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

WICKENBURG

CONTRACTOR

By: _____
Town Manager

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

EXHIBIT A
DESCRIPTION OF SERVICES; CONTRACT PRICE

General Description of Services:

- **Auto Body Repair:**
 - Collision repair and structural frame alignment
 - Paint touch-ups and full repaints, including fleet vehicle branding and custom finishes for specialized vehicles
 - Dent and scratch repair, including paintless dent removal (PDR)
 - Rust and corrosion treatment and repair
 - Windshield and glass repair/replacement
- **Specialty Vehicle Body Work:**
 - Custom vehicle graphics, decals, and striping for emergency vehicles, police cars, fire trucks, and municipal fleet vehicles
 - Body work specific to heavy-duty equipment, specialty vehicles, or vehicles with unique body designs
- **Cosmetic Repairs:**
 - Cosmetic touch-ups to maintain a professional appearance of fleet vehicles, including high-touch areas like bumpers, side panels, and mirrors
- **Additional Services (if required):**
 - Minor mechanical services related to body work (e.g., lighting or electrical issues related to body repairs)
 - Mobile repair services for on-site body work

Fees (hourly rates or other unit prices):

- Body labor \$69 / Hr
- Paint labor \$69 / Hr
- Frame labor \$90 / Hr
- Mechanical labor \$125 / Hr
- Custom \$125 / Hr
- Paint materials \$49 / Hr
- Body materials \$5 / Hr

EXHIBIT B
FORM OF AUTHORIZATION FOR SERVICES FOR A JOB

Description of specific Services for this job (include specific Services to be provided for this job):

Location:

Start date:

Completion date:

Contract Price (including but not limited to labor, materials, overhead, insurance, taxes and subcontractor cost):

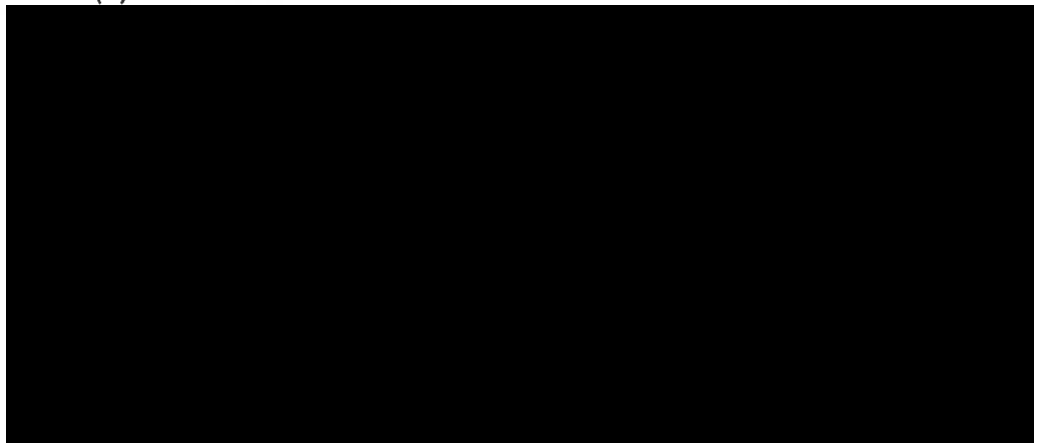
Total contract price:

Subcontractors:

1.15.5 Content

Brief Description of the Proposers Firm:

- A. Office Location: 176 N Washington St, Wickenburg AZ 85390
- B. Length of time in business: In business since 1958, under current ownership since 2002.
- C. Total number of employees and number of local employees: 8 employees total, all local.
- D. Name of principals, their disciplines, and Arizona registration: Devries Custom Coachworks takes pride in providing excellent customer service and providing quality work ensuring vehicles return to manufacturer specifications utilizing standard operating procedures. Arizona registration number 07-633136-M.
- E. Services provided by firm: Automotive collision repairs, automotive body repair including small dent repair or full panel replacement, automotive painting including touch ups and complete color change, automotive paint correction, rust and corrosion treatment & repair, graphics, decals and automotive pinstriping on vehicles up to 1 ton.
- F. Experience in providing similar services within the last 5 years: Devries custom coachworks is an automotive collision repair facility specializing in automotive body repairs and paint, under current ownership since 2002. Voted best of the burg 22-24 for best auto body shop.
- G. Three (3) references:



Subcontractors:

- Big O Tires Wickenburg, AZ – Provides necessary suspension work as well as any wheel and tire services needed.
- Dealerships – Would vary depending on model of vehicle, would be necessary for any computer calibrations necessary.

- Pressadent – Paintless dent repairs (PDR) services that will travel to and operate from our shop.

Project Team:

- David Wade- Owner/Estimator
- Samantha (Sammii) Reynolds- Office Manager/ Estimator
- Randall Grimes – Body Repair Technician, Multiple years of experience, works according to schedule.
- Gabino Ramirez – Automotive Painter, I-Car Certification, works according to schedule.
- Samuel Gonzales- Paint prepper/ detailer, works according to schedule.
- Devries Custom Coachworks certifies that no team member will be substituted without prior approval from the Town of Wickenburg.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

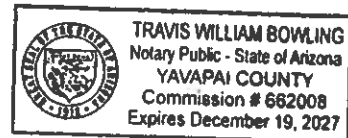
David E. Wade
Name

Owner
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 6th day of June,
2025, by David E Wade.

[Signature]
Notary Public

My Commission Expires: 12-19-27



TOWN OF WICKENBURG, ARIZONA**AUTHORIZED SIGNATURE FORM**

Town Contract Number: _____

Contractor Name: _____

WHEREAS, the Town of Wickenburg requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that
Samantha Reynolds is/are authorized to execute and sign on behalf
 (Name of Parties Authorized)
 of said Contractor the following documents:

- | | |
|-----------------|-------------------------------|
| 1. The CONTRACT | 4. CHANGE ORDERS |
| 2. Payrolls | 5. All other papers necessary |
| 3. Claims | for the conduct of the |
| | corporation's affairs and |
| | the execution of the CONTRACT |

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

David E. Wade
 Name

Owner
 Title

(Seal of Corporation)

STATE OF _____)
) ss.
 County of _____)

I, _____ of the _____
 corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by
 the Board of Directors of said corporation, at a meeting of said Board held on
 _____, 20_____, and that the same is in full force and effect at this
 time.

DATED _____, 20____.

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me this 6th day of June, 2025 by David E Wade, appearing before the undersigned Notary Public and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.



 Notary Public

My Commission Expires:

12.19.27