

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

THIS Contract is between the Town of Wickenburg, Arizona, a municipal corporation, ("Wickenburg"), and Rush Truck Centers of Arizona, Inc. a _____ 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 Travis Hetherington (Body Shop Manager) 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

By: _____
Town Manager

Date: _____

CONTRACTOR

By:  _____
Name: Christopher J. Ryan
Its: Regional General Manager

Date: July 7, 2025

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):

See attached 6 pages

RFP 25-01

Qualified Vendor List (QVL) for Auto Body Repair Services
Town Of Wickenburg, Arizona

Town Clerk's Office
Amy Brown, Town Clerk
155 North Tegner Street, Suite A
Wickenburg, AZ 85390

Submitted by:

Rush Truck Centers of Arizona, Inc.
dba Rush Truck Centers, Phoenix
9006 W. Roosevelt St.
Tolleson, AZ. 85353
Travis Hetherington
Body Shop Manager
602.422.8344
Hetheringt@RushEnterprises.com

Dear Town of Wickenburg,

Rush Truck Centers is pleased to submit this proposal in response to the Town of Wickenburg's Request for Proposal, QVL for Auto Body Repair Services.

As one of the nation's largest providers of commercial vehicle service, we bring unmatched experience, industry-leading certifications, and a proven track record of delivering high-quality, timely, and cost-effective repair solutions. We understand the importance of keeping municipal fleets operational and safe, and we are confident in our ability to meet — and exceed — the expectations outlined in the RFP.

We appreciate the opportunity to serve the Town of Wickenburg and look forward to the potential of a productive and lasting partnership.

Sincerely,
Rush Truck Centers of Arizona, Inc.
dba Rush Truck Centers, Phoenix

Company Profile

Business Name: Rush Truck Centers of Arizona, Inc dba Rush Truck Centers, Phoenix

Corporate Headquarters: Rush Enterprises, Inc. 555 IH 35 South, Suite 500 New Braunfels, TX. 78130

Local Service Location: Rush Truck Centers, Phoenix – 9600 W. Roosevelt St. Tolleson, AZ. 85353

Years in Business: 60+ years of industry experience

Number of Employees: 6,243 company wide

Local Number of Employees: 132 employees

Website: www.RushTruckCenters.com

Rush Truck Centers operates over 140 locations nationwide and offers full-service truck repair, including certified bodywork, painting, collision repair, and custom services. We are fully equipped to handle light-, medium-, and heavy-duty vehicles.

Experience and Qualifications

- **Certified Technicians:** I-CAR, ASE, and OEM-certified professionals
- **Fleet Service Experience:** Trusted by municipalities, public safety agencies, and commercial fleets across Arizona and the U.S.
- **OEM Partnerships:** Authorized repair partner for leading truck and vehicle manufacturers
- **Dedicated Municipal Service Team** familiar with the workflow and documentation required for public sector operations.

Scope of Services Offered

Rush Truck Centers of Arizona, Inc. dba Rush Truck Centers, Phoenix can perform all services requested, including:

- Complete collision repair
- Frame straightening and alignment
- Fiberglass, aluminum, and steel bodywork
- Paint and refinishing with downdraft spray booths

- Glass and panel replacement
 - Minor cosmetic and interior repairs
 - Towing coordination (if requested)
 - Pickup and delivery of vehicles (optional)
 - Timely and efficient repairs with detailed invoicing and documentation
 - Consistent communication with each repair
-

References

[REDACTED]

[REDACTED]

[REDACTED]

All work complies with OEM standards and includes warranties on labor and parts.

Pricing Structure

Service	Your Rate	Discounted %
Labor (Body/Collision Repair)	\$ 108	20% from door
Paint & Materials (additional)	Per Repair	
Parts Markup	15% Off	15% Off OEM Price List
Frame Alignment	\$148	20% from door
Mechanical/Software Repairs	\$188	20% from door
Vehicle Pickup/Delivery (optional)		

Note: Detailed estimates will be provided prior to any repair work for Town approval.

Facility Information

Location: 9600 W. Roosevelt ST. Tolleson, AZ. 85353

Operating Hours: Monday Thru Friday 7AM – 5:30PM Saturday 8AM – 5PM

Turnaround Time: 5–10 business days depending on damage severity and parts availability

Emergency Repair Availability Within Reason

Our facility features modern repair bays, certified spray booths, frame racks, and industry-standard repair equipment to handle all municipal fleet sizes.

8. Insurance Coverage

Rush Truck Centers maintains full insurance coverage, including:

- General Liability Carrier: Insurance Company of the State of Pennsylvania, Cert #19429
- Auto Liability Carrier (including Garage Keepers Legal Liability): National Union Fire Insurance Company of Pittsburgh, Cert #19445
- Umbrella Liability Carrier: Commerce & Industry Insurance Company, Cert #19410

- Workers Compensation and Employers' Liability Carrier: AIU Insurance Company, Cert #19399; National Union Fire Insurance Company of Pittsburgh, Cert #19445
Proof of insurance can be provided upon request or included in the final contract.
-

Appendices

- W-9 Form
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Thank You,

We are honored to be considered for this opportunity. Rush Truck Centers is committed to supporting the operational needs of the Town of Wickenburg through responsive, high-quality, and professional auto body repair services.

For questions or follow-up, please contact:

Travis Hetherington, Body Shop Manager

Rush Truck Centers

602.422.8344

Hetheringt@RushEnterprises.com

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. RFP 25-01 issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

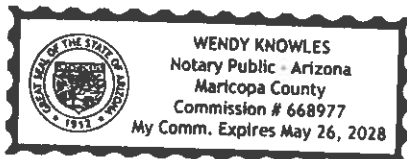
Chris Ryan
Name

Regional General Manager
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 7th day of July,
2025 by Chris Ryan.

[Signature]
Notary Public

My Commission Expires:



TOWN OF WICKENBURG, ARIZONA

AUTHORIZED SIGNATURE FORM

Town Contract Number: RFP 25-01 QVL for Auto Body Repair Services

Contractor Name: Rush Truck Centers of Arizona, Inc. dba Rush Truck Center. Phoenix

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
Chris Ryan 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.

Michael S. Lyons
Name

Assistant Secretary
Title

(Seal of Corporation) No Seal Available

STATE OF TEXAS)
) ss.
County of Comal)

I, Michael S. Lyons, Asst. Secretary of the Rush Truck Centers of Arizona, Inc. 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 June 16, 20 25, and that the same is in full force and effect at this time.

DATED June 16, 20 25.


(Officer of Corporation)

(Seal of Corporation) No Seal Available

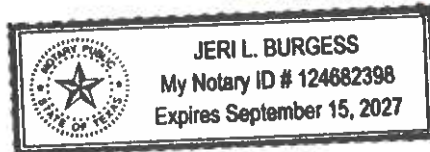
STATE OF TEXAS)
) ss.
County of Comal)

This instrument was acknowledged before me this 16th day of June, 20 25 by Jeri Burgess, 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:

9/15/2027



RUSH TRUCK CENTERS OF ARIZONA, INC.

**Written Consent of Sole Director
In Lieu of Special Meeting**

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rush Truck Centers of Arizona, Inc., a Delaware corporation (the "Company"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

RESOLVED, that Chris Ryan, as Regional General Manager, is hereby authorized to execute and sign on behalf of the Company the following documents:

1. A Contract with the Town of Wickenburg, AZ pursuant to RFP #25-01
2. Payrolls
3. Claims
4. Change Orders
5. All other papers necessary for the conduct of the corporation's affairs and the execution the Contract with the Town of Wickenburg

The above-named person is granted the authority and duties herein referenced for the duration of the Contract with the Town of Wickenburg or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated effective June 16, 2025


W. M. "Rusty" Rush

BEING THE SOLE DIRECTOR

State of Texas
County of Comal

Signed and Sworn to before me on: June 16, 2025

By: 
Jeri Burgess

(Seal)

