

TOWN OF WICKENBURG CONTRACT
AUTO BODY REPAIR SERVICES
Contract No. 25-18

THIS Contract is between the Town of Wickenburg, Arizona, a municipal corporation, (“Wickenburg”), and Rush Truck Centers of Arizona, Inc., dba Rush Truck Center. Phoenix, a Delaware 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:
Town Manager
Town of Wickenburg
155 N. Tegner, Suite A
Wickenburg, Arizona 85390

CONTRACTOR
Travis Hetherington
Rush Truck Centers of AZ
9600 W. Roosevelt Street
Tolleson, AZ 85353

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
Town of Wickenburg

By: _____
Town Manager

Date: _____

CONTRACTOR
Rush Truck Centers of Arizona, Inc.

By: _____

Name: _____

Its: _____

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):

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.

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: