

**EQUIPMENT PURCHASE AND INSTALLATION AGREEMENT WITH
COVERSHOTS MOBILE CANOPIES INTERNATIONAL LLC FOR POLICE
SHOOTING RANGE COVER**

THIS AGREEMENT is made as of the 1st day of August 2023 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and COVERSHOTS MOBILE CANOPIES INTERNATIONAL, a North Carolina limited liability company, ("Supplier"), both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party", for the project entitled "Police Shooting Range Cover."

RECITALS

A. City desires to retain a supplier and installer for a police department shooting range cover and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The Supplier is a sole source provider.

C. The Parties have set forth below contemplated services and products Supplier will provide City, including payment terms.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT:** Supplier hereby sells, conveys and transfers to City all rights, title and interest in and unto the machinery, and other personal property, hereinafter referred to collectively as Equipment, detailed in Exhibit A and shall install such Equipment.

2. **SUPPLIER'S DUTIES:** Supplier shall provide and install the equipment and make delivery of Equipment as detailed in Exhibit A.

3. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Supplier for Equipment and installation thereof in an amount not to exceed One Hundred Twenty-Six Thousand Four Hundred and Thirty-Five Dollars and Fifty Center (\$126,435.50) plus a 10% contingency fee of Twelve Thousand Six Hundred Forty Three Dollars and Fifty Five Cents (\$12,643.55) for any change orders for a total of One Hundred Thirty Nine Thousand Seventy-Nine Dollars and Five Cents (\$139,079.05).

4. **SUPPLIER BILLING:** Supplier shall bill City a total amount not to exceed Section 3 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

5. **TERM/RENEWAL:** The term of this Agreement starts on September 5, 2023, and ends on March 5, 2024.

6. **DELIVERY AND ACCEPTANCE:** Upon acceptance City taking possession of the Equipment and after completed installation, City shall have thirty (30) calendar days to examine such Equipment and its functionality. Should City have any product quality concerns, it shall within thirty (30) calendar days after installation have the unconditional right for a full refund. Failure to notify supplier within this period of any concerns shall be deemed as acceptance of the individual Equipment and its functionality.

7. **WARRANTY:** Contractor shall guarantee the Equipment and installation against defective workmanship or materials for a period of one (1) year as detailed in Exhibit B.

8. **INSURANCE:** Supplier, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all installation work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Supplier's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Supplier shall be solely responsible for the deductible and/or self-retention and City, at its option, may require supplier to secure payment of such deductibles or

self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Supplier of any deficiencies in such policies and endorsements, and such receipt shall not relieve Supplier from, or be deemed a waiver of, City's right to insist on strict fulfillment of Supplier's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as additional insured parties.

REQUIRED COVERAGE

Commercial General Liability

Supplier shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Supplier's operations and products and completed operations.

If required by this Agreement, if Supplier sublets any part of the work, services or operations, Supplier shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, Supplier's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Supplier's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Supplier's Commercial General Liability insurance.

Automobile Liability

Supplier shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Supplier's owned, hired, and non-owned vehicles assigned to or used in performance of Supplier's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

Supplier shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Supplier's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Supplier certifies as follows:

"We are aware and understand the provisions of A.R.S. § 23-901 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and will comply with such provisions before commencing the performance of the work of this Agreement."

If Supplier has no employees for whom workers' compensation insurance is required, Supplier shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when supplier employs any employees subject to coverage.

In case any work is subcontracted, Supplier will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Supplier.

Certificates of Insurance

Prior to commencing work or services under this Agreement, Supplier shall furnish City with certificates of Insurance, or formal endorsements as required by

the Agreement, issued by Supplier's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction city attorney's office, shall comply with the terms of this Agreement, and shall be issued and delivered to The "City Attorney's Office, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119."

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Supplier's work or services and as evidenced by annual certificates of insurance.

All certificates of insurance shall be identified with bid serial number and title. policies or certificates and completed forms of City's additional insured endorsement (or a substantially equivalent insurance company form acceptable to the city attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured Party. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

9. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

10. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

11. **PROHIBITION TO CONTRACT WITH PARTIES WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with anyone, or any business, who engage in boycotts of the State of Israel. Should Supplier or any of its subcontractors under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

12. **CERTIFICATION PURSUANT TO A.R.S. § 35-394.** In accordance with Arizona Revised Statutes § 35-394, Supplier hereby certifies and agrees that Supplier does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of this Agreement that Supplier is not in compliance with this section, then Supplier shall notify the City within five (5) business days after becoming aware of such noncompliance. If Supplier does not provide the City with written certification that Supplier has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

13. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 1st day of August, 20 23.

SUPPLIER:

**COVERSHOTS MOBILE CANOPIES
INTERNATIONAL, LLC**
a North Carolina limited liability company

By: Michael Ambler



Its: Owner

CITY:

**CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation**

By: Walter "Chip" Wilson

Its: Mayor

ATTEST:

**Jennifer Pena
City Clerk**

APPROVED AS TO FORM:

 **8.3.23**

**Richard J. Stern
City Attorney**

STATE OF North Carolina)

) ss.

COUNTY OF Guilford)

The foregoing was subscribed and sworn to before me this 1st day of August, 2023, by Michael Amber as owner of Covershots Mobile Canopies International, a North Carolina limited liability company.



[Signature]

Notary Public

My Commission Expires:

12/11/27

STATE OF ARIZONA)

) ss.

COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20____, by Walter "Chip" Wilson, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A



Quote

www.CoverShotsGolf.com

Date	Estimate #
7/19/2023	2233

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To

Name / Address
Apache Junction Police Dept 1001 N Idaho Rd Apache Junction, AZ 85119

Terms	Project
75% Down with balance due on install	Apache Junction PD - 104' Eclipse

Item	Description	Qty	Rate	Total
104-20-01-5206S	104' Motorized Eclipse canopy system with manual retractable top. 10-11 hitting stations 2,080 sq ft. Customer to select tarp color: Covershots will supply equipment rental, forklift, tools for assembly, and all labor.	1	88,600.00	88,600.00
Discount-Other	Motorized units require 220/240V/40A Power Source Law Enforcement Discount		-5,000.00	-5,000.00
Eclipse Painted Fr...	Powder Coated Outer Frames - Customer to select Color:	1	3,400.00	3,400.00
Logo	Logos: Customer Club logos: 2	2	1,440.00	2,880.00
40-20-12-4018	20' Mesh Side Curtain 14' Foot Drop Edge	2	1,485.00	2,970.00
40-15-12-4064	20' Mesh Rear Curtain 14' Drop	5	1,389.00	6,945.00
100-20-12-6000	104' Eclipse Stationary Rear HW Kit		899.00	899.00

Price Valid for 30 days from the quote date.
Please sign and return with payment to:
CoverShots Mobile Canopies Int'l, LLC
2702 Kinsey Drive
Summerfield, NC 27355

Subtotal
Sales Tax (0.0%)
Total

Customer Signature



www.CoverShotsGolf.com

Quote

Date	Estimate #
7/19/2023	2233

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To

Name / Address

Apache Junction Police Dept
1001 N Idaho Rd
Apache Junction, AZ 85119

Terms	Project
75% Down with balance due on install	Apache Junction PD - 104' Eclipse

Item	Description	Qty	Rate	Total
	FANS and LIGHTS			
	NOTE: CoverShots to install the parts. Customer to have electrical contractor run hook ups and wiring from the fans and lights down to the onboard control panel. Customer will need to install 240V power supply to the onboard control panel. Covershots to supply technical specs to the customer electrician so correct hookup is installed.			
125-51-99-6015	FANS: 24" Circulating Fan OSHA Oscillating	5	536.30	2,681.50
Miscellaneous Parts	LIGHTS: 6300 Lumens 5000k Wet Location Surface Linear LED Light	10	864.00	8,640.00
Miscellaneous Parts	Control Panel Upgrade to handle motors, lights, and fans	1	1,850.00	1,850.00
Miscellaneous	Travel for CoverShots install crew; Airfare, Lodging, Car Rental		3,650.00	3,650.00
Freight Payable E...	Freight Payable-Customer Eclipse From NC Plant to Apache Junction, AZ		8,920.00	8,920.00

Subtotal
Sales Tax (0.0%)
Total

Price Valid for 30 days from the quote date
Please sign and return with payment to
CoverShots Mobile Canopies Int'l LLC
2702 Kinsey Drive
Summerfield, NC 27355

Customer Signature



www.CoverShotsGolf.com

Quote

Date	Estimate #
7/19/2023	2233

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To

Name / Address

Apache Junction Police Dept
 1001 N Idaho Rd
 Apache Junction, AZ 85119

Terms	Project
75% Down with balance due on install	Apache Junction PD - 104 Eclipse

Item	Description	Qty	Rate	Total
	WARRANTY, 1 year parts and labor			

Price Valid for 30 days from the quote date.
 Please sign and return with payment to:
 CoverShots Mobile Canopies Int'l LLC
 2702 Kinsey Drive
 Summerfield, NC 2735

Subtotal	\$126,435.50
Sales Tax (0.0%)	\$0.00
Total	\$126,435.50

Customer Signature _____

EXHIBIT B



COVERSHOTS MOBILE CANOPIES WARRANTY - 2023

Warranty Terms:

- **For U.S. installations** the warranty is 1-year parts and labor.
 - Covers any issue related to quality and installation of the product including steel, electronics, hardware, wheels, and fabric.
 - Does not cover weather related damage.

- **For International installations**, the warranty covers 1-year parts.
 - Covers any issue related to quality and installation of the product including steel, electronics, hardware, wheels, and fabric.
 - Does not cover weather related damage.

In the event of any issue please contact CoverShots at 1.888.881.2433 to file a report.