

AGREEMENT FOR CONSTRUCTION

Riverside Police Department Firing Range Modification

(RFP No. 1936)

ACTION TARGET, INC.

This Agreement for Construction ("Agreement") is entered into on this ____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation ("City") and ACTION TARGET, INC., a Delaware corporation authorized to do business in California, 3411 Mountain Vista Pkwy, Provo, UT 84606, State Contractor's License No. 1007241 ("Contractor"). Hereinafter, the City and the Contractor may be referred to collectively as the "Parties." The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of constructing the Riverside Police Department Firing Range Modification – RFP 1936, which is covered in the Contractor's Bid Proposal ("Work), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the Special Provisions Section 1-2.

1.2 **Contract Documents.** The "Contract Documents," except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor's performance obligations:

- (1) Permits from the City's Building, Fire, Planning, Public Works and Public Utilities Departments and similar Governmental Approvals for the Work required by applicable law.
- (2) Change Orders and other Modifications issued after execution of the Agreement.
- (3) This Agreement, as signed by the Parties, including the following exhibit, as well as any other exhibits, attachments, and Certificates of Insurance and Additional insured endorsements for Contractor:

Exhibit "A" – Workers Compensation Certification

- (4) Addenda with later Addenda having priority over earlier Addenda issued as follows:

Addendum No. 1, dated May 23, 2019, 2 pages.

- (5) Contractors Bid Proposal, dated May 29, 2019, attached as **Exhibit “B”** and incorporated herein, and accompanying Informal Bid Specification and Requirements
- (6) Special Provisions and Standard Specifications.
- (7) City and other agency’s Standard Drawings.
- (8) All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in Section 2.5-2 of the 2012 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 – CONTRACT PRICE AND PAYMENT

2.1 **Contract Price.** City shall pay Contractor the Contract Price of Seventy-Two Thousand Three Hundred Dollars (\$72,300.00), which includes all California sales or use tax and County and City taxes, in consideration for the Contractor’s full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor’s seller’s permit for the jobsite and allocating the local tax to the jobsite address on Schedule C of applicable sales tax returns, in accordance with State Board of Equalization Operations Memo 1023. Contractor shall provide City with proof of such filing prior to City’s issuance of the Notice to Proceed.

In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

2.2 Changes to the Contract Price. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City, as set forth in Article 6 herein.

2.3 Payment Procedures. Within sixty (60) days after City accepts final completion of the work and issues the Notice of Completion, excluding Plant Establishment, if applicable, City shall pay Contractor the amounts City deducted and retained from Contractor's progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the value of disputed amounts for incomplete or non-conforming work.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Date of Commencement/Notice to Proceed. The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed and/or approved by the City.

3.2 Contract Time. Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Twenty-One (21) calendar days after the date specified to Contractor in the Notice to Proceed issued by City.

ARTICLE 4 – LIQUIDATED DAMAGES

4.1.1 Delay in Substantial Completion of the Work. Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 and/or 6-7 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of One Thousand Dollars (\$1,000.00). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

ARTICLE 5 – CLAIMS AND DISPUTES

5.1 Notice of Claims. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract in accordance with the Special Provisions, shall constitute a waiver of Contractor's right to additional compensation and/or extension of time.

5.2 Government Code Claims Procedures. Contractor further acknowledges that notwithstanding Contractor's compliance with the claims procedures set forth in the Special

Provisions, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained in the Special Provisions shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

ARTICLE 6 – LOCAL BUSINESS LICENSE, TAXES AND FEES

6.1 **Business Tax Certificate and Governmental Approvals.** As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 5.04 of the Riverside Municipal Code to operate in the City of Riverside, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

6.2 **Offsets.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 7 – BONDS

7.1 **Performance and Payment Bonds.** Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 8 – WORKERS' COMPENSATION INSURANCE

8.1 **Workers' Compensation Insurance Certificate.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

8.2 **Evidence of Coverage.** Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

8.3 **Carrier Rating.** Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

8.4 **Subcontractor Worker's Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 9 – CONTRACTOR'S LIABILITY INSURANCE

9.1 **Minimum Scope.** Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

9.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

9.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

9.3.1 Commercial General Liability. Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

9.3.2 Automobile Liability Insurance. Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited

to, Contractor-owned vehicles, Contractor-leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

9.3.3 **Builder's Risk Insurance.** Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code §7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

9.4 **Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

9.5 **All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and Riverside Transit Agency its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **five (5) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside and the Riverside Transit Agency. Contractor shall provide Form No. CG 20010413 to City.
- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside,

Riverside Transit Agency and their officers, employees, agents and Riverside Transit Agency employees are added as additional insured under this policy.”

9.6 **Certificates of Insurance, Additional Insured Endorsements and Deductibles.** Prior to execution of the Agreement, and thereafter upon City’s request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured’s under each policy.

9.7 **Contractor’s Failure to Provide Required Insurance.** Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys’ fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor’s performance of the Contract; (c) pay Contractor’s premiums for renewal of Contractor’s coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys’ fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

9.8 **Verification of Coverage.** City shall have the right to obtain complete and certified copies of Contractor’s and Subcontractors’ insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

9.9 **Reassessment of Insurance Requirements.** At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors: (1) the City’s risk of liability or exposure arising out of, or in any way connected with, Contractor’s services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor’s services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

9.10 **Contractor’s Insurance for Other Losses.** The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor’s (or Subcontractors’) employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor’s agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

9.11 **No Limitation.** Contractor’s maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of

any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 10 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 10 - INDEMNITY/DUTY TO DEFEND

10.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnatee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

10.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.6 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

10.7 Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

ARTICLE 11 – PREVAILING WAGES

11.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

11.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work;
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks; and
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

ARTICLE 12 – MISCELLANEOUS

12.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the

grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, gender expression, or military or veteran's status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

12.2 Notice. Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City

City of Riverside
General Services Director
3900 Main Street
Riverside, CA 92522

Contractor

Action Target, Inc.
Attn: Chris Hart
3411 Mountain Vista Pkwy
Provo, UT 84606

12.3 City's Right to Access and Audit Contractor's Project Documents.

A. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

B. The City and/or its authorized auditors or representatives, shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Contract and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to Owner and/or its authorized auditors or representatives and cooperate with the Owner and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

12.4 **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12.5 **No Estoppel or Waiver by City.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

12.6 **Signature Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

12.7 **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.


[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

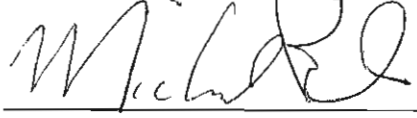
ACTION TARGET, INC., a Delaware
corporation authorized to do business in
California

By: _____
City Manager

By: 

Scott Wright, CFO
[Printed Name and Title]

Attest: _____
City Clerk

By: 

Michael Birch, President
[Printed Name and Title]

Certified as to Availability of Funds:

By: 

Chief Financial Officer

APPROVED AS TO FORM:

By: 

Deputy City Attorney

(This form may be used in lieu of a standard corporate resolution)

CORPORATE RESOLUTION CERTIFICATE

I, HEREBY CERTIFY that during a meeting of the Board of Directors of the
Action Target Inc. _____, a corporation existing under the laws of the
State of Delaware, held on May 19, 2017, the following
resolution was duly passed and adopted:

“RESOLVED, that Scott Wright, as CFO of the
Corporation, be and is hereby authorized to execute the Agreement for
Firing Range Modification between the City of Riverside
and this corporation, and that his/her execution thereof shall be the official act and
deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd, day of
December, 2019.



Secretary

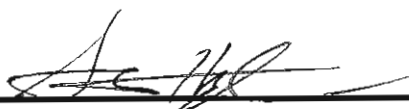
EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 12/23/19

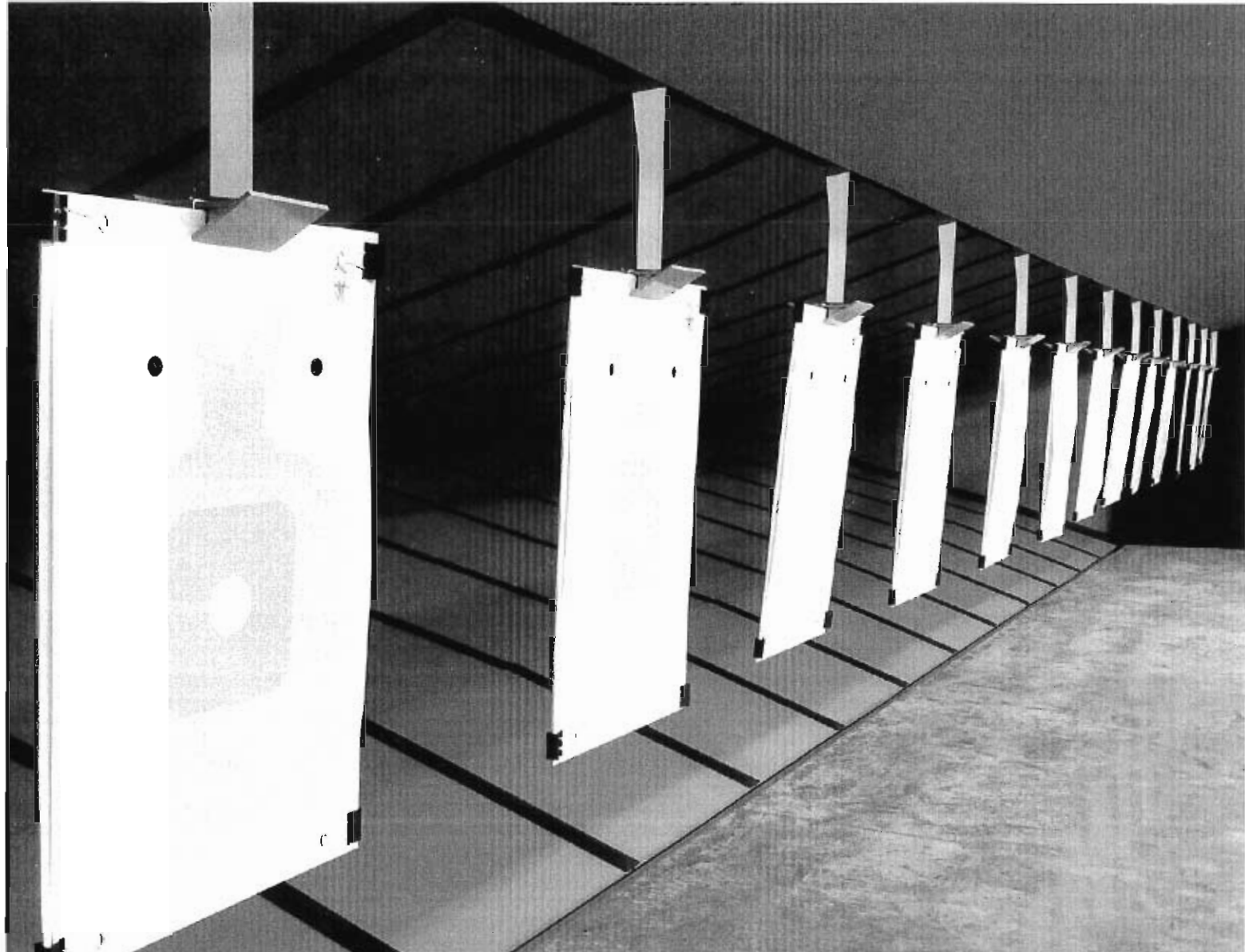
ACTION TARGET, INC.

By: 

SCOTT WRIGHT, CEO
[Printed Name and Title]

EXHIBIT “B”

Contractor’s Bid Proposal



SHOOTING RANGE PROPOSAL



Riverside Police Department Firing Range Modification RFP No. 1936

Quotation Number: 117356

Prepared by: Chris Hart

Action Target Inc., 3411 Mountain Vista Pkwy, Provo, UT 84606 / Tel: 801-705-9149

Statement of Understanding and Approach

The requested performance in this RFP has specified a Turning Target that is manufactured solely by Action Target. The demolition of the current target retriever will be handled by 2 Action Target customer service employees to ensure good customer service and quality demolition. The installation of the new Turning Targets will also be handled directly by an Action Target Installation team of 3.

Company Information:

THE ACTION TARGET ADVANTAGE

PARTNERING WITH THE INDUSTRY PIONEER

For over 30 years Action Target has been analyzing customers' needs, persistently innovating, and enthusiastically pushing the industry's proverbial envelope. We've made it our prerogative to define and trail-blaze the shooting range business. What's in it for you? For starters, you have the opportunity to revolutionize your customers' shooting experience with Action Target's smart and connected products. Your range will undoubtedly earn the reputation for providing the most immersive and engaging shooting environment available. What's more, as our products evolve, you will be able to seamlessly integrate our new systems into your range. Partnering with Action Target puts you, and keeps you, ahead of the curve.

WHAT MAKES ACTION TARGET A TRUE TURNKEY PROVIDER?

What exactly is a "turnkey provider"? Simply put, Action Target is a one-stop shop. You don't need to worry about all the moving parts and how they sync up because we've got it covered. We will provide you with talented designers, expertly engineered equipment, vigilant project managers, and a responsive customer support team. Furthermore, auxiliary offerings such as best-in-class HVAC systems, a metals recycling program and waste management services ensure that your range runs optimally and in accordance with government regulations. We've also partnered with security experts and top tier firearms instructors to give you access to a premier security system and cutting-edge training curricula.

Company Information

Chris Hart is the point of contact for the Riverside Police Department Firing Range Modification. His office number is 801-705-9149 and works at Action Target Headquarters, 3411 S. Mountain Vista Pkwy, Provo Utah 84606, USA.

Action Target is a Corporation.

Company Personnel:

MEET YOUR ACTION TARGET TEAM

Action Target's approach to projects as such is to form cross-functional teams to ensure a timeliness and accuracy from the bidding phase through delivery and warranty. The primary team responsible for the production, delivery, and installation of your range is as follows:



CHRIS HART, RANGE CONSULTANT - chrish@actiontarget.com

Chris is Action Target's range consultant for the Southwestern United States. He assists the team by evaluating shooting range needs and providing detailed range building requirements, range drawings, and budgets for range equipment. Since joining Action Target in 2005, Chris has completed over 175 shooting range projects, including the largest commercial indoor range and the first indoor shotgun range in the US. Chris is a competitive shooter in 3-Gun and IDPA shooting competitions.

Notable shooting range projects: - Los Angeles PD - San Mateo County Sheriffs - Alameda County Sheriffs - Centennial Gun Club - C2 Tactical - TNT Shooting Center - Ready Gunner - Kansas City PD - FBI Chicago.



MICHAEL BIRCH - CHIEF EXECUTIVE OFFICER

Michael Birch joined Action Target as the Chief Executive Officer in February 2014. Prior to this, Birch worked as a Vice President and General Manager at Boart Longyear, the world's largest mineral exploration drilling company. Birch began his career at Black & Decker where he worked in varying sales and marketing leadership positions, culminating in his assignment as a General Manager over Baldwin Hardware. Birch received a bachelor's degree in Business Management from Brigham Young University.

Headquarters: 801-377-8033



SCOTT WRIGHT - CHIEF FINANCIAL OFFICER

Scott Wright joined the Action Target team in March 2017 as Chief Financial Officer. Mr. Wright has over 20 years of accounting and finance experience, including time as CFO and Cofounder of Molio, a venture backed digital advertising company that redefines how brands engage with consumers. His experience also includes service as CFO of Orabrush, Inc, an oral hygiene consumer packaged goods company; Hansen Information Technologies, a mid-sized software application company; Vice President of Finance for Infor Global Solutions; and Audit Manager for Ernst & Young and KPMG. Scott obtained his bachelor's and master's degrees in accounting from Brigham Young University. He is also a CPA.

Headquarters: 801-377-8033

**KEVIN TOMASZEWSKI - VP OF ENGINEERING & MARKETING**

Mr. Kevin Tomaszewski joined Action Target in March 2014 as Vice President of Engineering and Marketing. During his career he spent over 17 years in progressive leadership roles with market-leading corporations such as Black & Decker, Cooper Industries (Eaton) and Boart Longyear where he gained significant experience in consumer and industrial products supporting residential and commercial construction, energy and mining markets.

Headquarters: 801-377-8033

**KYLE BURDETTE - Product Management and Installation**

Kyle Burdette currently serves as the Vice President of Quality Management for Action Target, where he manages the customer service and technical support, range design, installation, and project management departments. Burdette has been with Action Target for more than 20 years and previously held the position of Director of Marketing. Prior to joining Action Target, Burdette spent two years as an advertising manager for a publishing company in Utah. Burdette received his Bachelor of Science degree in Advertising from Brigham Young University.

Headquarters: 801-377-8033

Experience and References

Name	Address & Phone Number	Services Provided
Boulder Police Department Scott Little	1805 33rd st Boulder, CO 80301 (303)441-3477	Retrofit to new Turning Target System
Tempe Police Department Kyle Schmidt	120 E 5th st Tempe, AZ 85281 (480)350-8554	Retrofit to new Turning Targets, DRM Pro and Combat Walls
Milwaukee County Sheriffs Office Detective William Cieslik	9225 s 68th st. Franklin, WI 53132 (414)248-6009	New Turning Target System

Quality Control:



ACTION TARGET INC. REPAIR WARRANTY

What does this Repair Warranty Cover?

During the Repair Warranty Period (defined below) and within a reasonable amount of time after receipt of Customer's written notice of a concern or problem with Action Target's work, material, or equipment (collectively, "Work"), Action Target will repair or replace (at Action Target's election) such Work that prove to be defective.

What is the Repair Warranty Period?

The "Repair Warranty Period" shall commence on the date Action Target's Work is Substantially Complete, whether or not actual use of such Work begins on the Substantial Completion date. The term "Substantially Complete" means that point in time when all or a portion of the Work is sufficiently complete so that the Customer can use the Work for its intended use or purpose. The Repair Warranty Period shall expire one (1) year after the Substantial Completion date.

What does this Repair Warranty NOT Cover?

Action Target shall have no obligation to repair or replace the Work if the Work was (collectively "Exclusions"):

- Improperly used by Customer or others (i.e., such use exceeded the operational and/or functional scope for which it was intended);
- Not properly maintained by Customer in accordance with Action Target's Operations and Maintenance Manual.
 - Regular maintenance items to be performed by Customer include, but are not limited to, the following: light bulbs, circuit breakers, batteries, filters, oil, grease, any consumable items, etc.;
- Modified or altered by Customer or others;
- Damaged or rendered inoperative as a result of:
 - The acts or omissions of the Customer or others, including, but not limited to:
 - Failure to implement recommended protection and/or armoring measures;
 - Failure to comply with the manufacturer's printed instructions;
 - Acts of nature, including, but not limited to, lightning, flood, fire, earthquake, etc.;
 - Primary or secondary bullet strikes to or from non-impact surfaces (e.g., ceiling or wall baffles, moving target tracks, target trolleys, target stands, target holders, etc.);
 - Inadequate, incorrect, or unstable electricity supply;
 - Exposure to environmental conditions that exceed the scope of the product's design;
 - The use of ammunition outside the intended scope of the product's design;
- Not operated in compliance with all applicable building, mechanical, plumbing, and electrical codes;

ACTION TARGET'S REPAIR WARRANTY DOES NOT COVER LIABILITY FOR ANY LOSS, COST, DAMAGE, OR EXPENSE OF ANY KIND, INCLUDING LOSS OF REVENUE IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY ACTION TARGET PRODUCT.

ACTION TARGET'S REPAIR WARRANTY DOES NOT INCLUDE ANY OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES, RELEASE AND DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS NOT ASSIGNABLE OR TRANSFERABLE BY CUSTOMER, BY OPERATION OF LAW, OR OTHERWISE. ANY ASSIGNMENT OR TRANSFER OF THE REPAIR WARRANTY SHALL VOID THE REPAIR WARRANTY.



REPAIR WARRANTY

What Will We Do To Correct The Problem?

Should Customer believe that any part or portion of the Action Target Work is defective and subject to the Repair Warranty, Customer shall: (i) notify Action Target within the Repair Warranty Period of the specific part or portion of the Work that is allegedly defective, and (ii) if the allegedly defective portion of the Work can be returned to Action Target, obtain a Return Authorization from Action Target before returning the same. Should a part or portion of the Work be received by Action Target from Customer (i) for which no Return Authorization has been given, (ii) which is received by Action Target after the Warranty Period, (iii) is not defective, or (iv) has been or appears to have been damaged or rendered inoperative due to one of the Exclusions (discussed above), Action Target (i) shall have no duty to repair or replace such allegedly defective part or portion of the Work, and (ii) shall only return the allegedly defective part or portion of the Work to Customer at Customer's expense. Should Customer elect to have Action Target repair or replace the allegedly defective part or portion of the Work (at Customer's expense), Action Target will repair or replace such allegedly defective part or portion of the Work at Action Target's then current retail price.

What Must You Do To Keep The Warranty In Effect?

1. Customer should conduct and document regular range checks and maintenance as outlined in the O&M Manual (Owner's Manual).
2. If a product does not function correctly, *stop using it immediately and contact Action Target*. Continuing to use any Work that is malfunctioning may cause further damage and/or injury.

Can I Purchase An Extended Warranty?

An extended warranty and/or maintenance package may expand your coverage beyond the conditions outlined in this standard warranty, but does not exist unless explicitly stated in writing.

Questions may be directed to Action Target Technical Support:

Telephone: (877) 852-2418

Email: technicalsupport@actiontarget.com

Address: Action Target Technical Support
3411 S. Mountain Vista Pkwy
Provo, UT 84601
USA

I have read and understand the terms of Action Target's repair warranty as detailed above:

Printed Name	
Organization	
Signature	
Date	

Quality Assurance:

Action Target Range Services Division

Our Mission

The Range Services Division executes Action Target's strategic objective to be a turn-key shooting range solution. We protect lives and livelihoods by providing ranges with ongoing technical support, maintenance, and range operation services.

Fundamental Keys to Success

Plan and prepare with accuracy.

Execute with diligence and consistency.

Communicate constantly.

Lighthouse Principles

We consistently create raving fans.

We keep all promises, commitments, and deadlines.

We effectively organize and manage our time.

We act with integrity and professionalism.

We exemplify start-to-finish accountability.

We are thoroughly prepared for every situation.

We communicate constantly and clearly.

We document constantly and clearly.

We protect and conserve Action Target resources.

We seek out and integrate corporate knowledge.

We are team players.

We continue learning and developing professionally.

We focus on safety.



Executive Summary of QA/QC

For 30 plus years Action Target has been learning and growing in the shooting range industry. From starting out with a simple turning target to becoming one of the leading manufacturers of firing range products and ranges. Action Target has developed with the market and grown to accommodate the needs of the range owners, both Law Enforcement and Commercial users. Part of that growth includes providing the best equipment and ensuring it meets the customers expectations for years down the road.

Part of the Action Target Advantage comes for years after the installation of your new range or products. We know that shooting ranges are used hard so we strive to provide the best customer service on the market. With goals to communicate constantly and clearly within our organization and with our customers we accomplish the needs of our customers quickly and efficiently.

We know how valuable range time is and the importance of having equipment that works. We work to provide the best equipment up front through process that take years to test and try and beta test the product before we release. We know that things happen on the range and sometimes parts fail so we have made it our duty to quickly asses the needs and provide the fix for the ranges.

PRICING TABLE

ITEM	PRICE
Indoor Fixed Lateral 360	\$39,500.00
(6) Fixed Lateral 360 -Reliable and smooth electric actuator -360 degree turning for shoot/no shoot training scenarios -(1) Fixed master control screens with (2) wireless tablet controllers -Targets move along rail with ease -Includes clutch system and heavy duty clamps that are capable of withstanding frequent use -Target Spacing easily adjusted	
Removal and Disposal	\$6,500.00
Removal and disposal of six range targeting rails, motors and controllers, repairing any damage or opening caused by removal of equipment. Removal and disposal of one horizontal rail motor and target holder at the end of the firing range, repairing any damage or opening caused by removal of equipment.	
Installation of New Equipment	\$24,800.00
Includes Prevailing wage rates for installers -Installation of Fixed Lateral 360 -Installation of Dimmable LED lights and a controllable red/blue strobing system to replicate police bar. -To provide and install all required electrical modifications for installed sytem	
Shipping	\$1,500.00
Total	\$72,300.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE May 29, 2019

PROPOSAL VALIDITY 60 days from May 29, 2019

WARRANTY 12 months from the date of substantial job completion

PAYMENT TERMS

1. Net 30
2. All prices are USD.
3. You must reference the Order Number on your purchase order to secure the best price.
4. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
5. Unless explicitly itemized, price does not include taxes, duties, offset, VAT, bonds, fees, assessments, licences, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
6. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.
7. Payments shall be made to "Action Target Inc." via wire transfer

SHIPPING TERMS 1. FOB destination: prepaid

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 12 weeks.
2. Full factory installation.
3. Installation shall span approximately 14 calendar days.
4. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

ACTION TARGET RESPONSIBILITIES

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material and installation as part of range design as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI.

CUSTOMER RESPONSIBILITIES

1. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
2. Permits, licenses, special insurance requirements, bonds (when applicable), taxes, regulatory costs, or any other special fees unknown at this time.

3. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
4. Structural work of any kind, including structural supports, canopies, shade structures, etc.
5. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
6. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
7. Heating, ventilation, and air conditioning (HVAC), unless HVAC services are specifically priced into quotation as being supplied by ATI.
8. Gas piping.
9. Temporary power (including 3 phase, if necessary).
10. Temporary lighting.
11. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind. Range lighting shall be provided by general contractor or owner.
12. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
13. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
14. Range lighting controls and wiring.
15. Gas, water, and drain piping to the ventilation equipment set by ATI;
16. Life safety devices including duct smoke detectors.
17. Lead control & reclamation prior to, at the time of install, or thereafter.
18. Equipment off-loading at job site upon arrival and subsequent transfer of equipment into range facility from off-loading site or equipment storage area.
19. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
20. Additional fees related to "customization" of product or work otherwise identified as "custom".
21. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
22. Provision of suitable, protected location for air compressor (if applicable).
23. Any other work, materials or equipment that is not expressly included in the ATI Work.
24. Disposal of construction waste.
25. Wash area and restroom facilities.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed,

duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS &
CONDITIONS CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

AFTERMARKET SERVICES

Your facility is buzzing with excited customers who are eager take their shooting prowess to the next level in your top-of-the line range. You're equally enthusiastic about their experience and want to ensure they keep coming back for more. The last thing you need to worry about is how you're going to maintain your range equipment, keep up with product inventory, or the best way to recycle your brass. So we've has removed the guesswork. For example, Action Target's online store will outfit your range with expert-reviewed goods and our comprehensive metals recycling program makes it easy to turn your spent metals into new ammunition and revenue for your range. Let Action Target take care of the hassle so that you can focus on the most essential part of your business: your customers.



A PREVIEW OF THE ALL-INCLUSIVE SERVICES WE'VE CREATED FOR RANGE OWNERS LIKE YOU

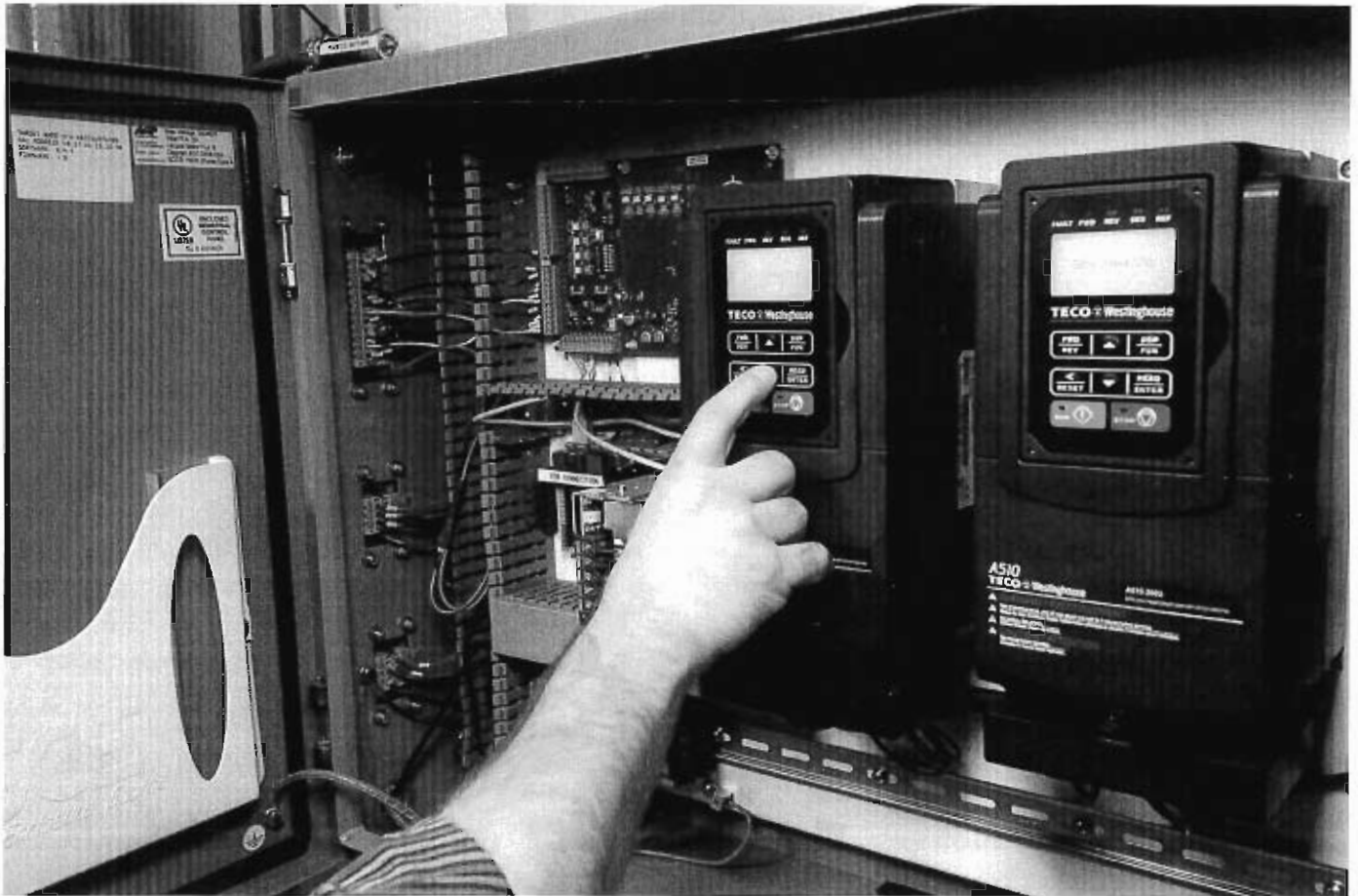
Curious about how Action Target can help you run a shooting range like a pro? Wondering how we can help ensure your range becomes the "go-to" spot for shooting enthusiasts? We've included snapshots of the following Action Target services to give you some inspiration for making your business boom:

- Range Servicing and Maintenance Training
- Action Target Ammunition
- Action Target Store
- Range Training

- Dealer Program
- Metals Recycling Program

- Security System

RANGE SERVICING AND MAINTENANCE TRAINING



All that heavy duty equipment in your range requires frequent inspection, regular cleaning, and routine maintenance. This is essential for ensuring the safety of your customers, protecting the environment, and keeping your warranty valid. Many range operators simply don't have the manpower, expertise or time to keep their equipment properly maintained. When lack of maintenance leads to equipment failure, critical operating time is lost. Developing a regularly scheduled maintenance plan with trained Action Target technicians will help you focus your time on the important business of running your range.

TECHNICIAN VISITS

When Action Target technician visits your range, they will thoroughly inspect your range for signs of wear and assess necessary service protocols. Any products that are in need of maintenance will be taken care of on-site. Whether it be electrical, pneumatic, or physical, our technicians have the skill and knowledge to restore product operation. Our technicians will also perform necessary preventative maintenance, such as greasing, tensioning, filter replacement, and much more.

ONGOING TRAINING

With every visit, your Action Target certified technician will conduct ongoing training on all your systems. In addition to maintenance procedures, technicians will educate your staff about with OSHA/EPA rules and regulations, safe lead handling, respirator fit testing and use, and personal protective equipment.

WHERE TO LEARN MORE

If you would like to learn more about Action Target's maintenance services or how you can easily submit a service support request, visit: <https://www.actiontarget.com/services/>.

ACTION TARGET STORE

OUTFIT YOUR RANGE AND RETAIL SPACE AT SHOP.ACTIONTARGET.COM

From targets to tactical gear, everything you carry in your range is a reflection of your business. Want to make and keep a good impression? Then you should shop Action Target's online store for the top quality goods you need to make your range and firearms training programs a success. Action Target is very selective about the products we recommend and sell. In fact, we maintain an advisory board of training professionals and industry leaders to advise on the best brands and items to bring to market. You will find an impressive collection of goods within the following categories:

TARGETS & HOLDERS	SAFETY & CLEANING EQUIPMENT	ACCESSORIES & SUPPLIES
<ul style="list-style-type: none">• Paper targets• Portable steel targets• Plastic targets• Cardboard targets• Target backers• Target stands and holders	<ul style="list-style-type: none">• Bullet containment equipment• Eye and ear protection• Gun cleaning and lubrication• Safety and first aid supplies• Weapon storage• HVAC/DCU filters	<ul style="list-style-type: none">• Range gear• Shooting accessories• Apparel, bags, and cases• Training devices• Military supplies• Knives and tools



KEY STORE FEATURES

- You aren't required to order a minimum quantity. Carry what you want and how much of it you need.
- We can design a custom target to meet your needs and promote your brand.
- Our expert staff have the experience to answer any questions you may have.

WHERE TO LEARN MORE

To get an in-depth look products and brands we carry, visit the Action Target Store at shop.actiontarget.com.

DEALER PROGRAM

BECOME AN ACTION TARGET DEALER AND WATCH YOUR BUSINESS BOOM

Action Target wants to help you find every opportunity to turn a profit. So we've developed a first-rate Dealer Program. As a dealer of Action Target Store products, not only will your retail space showcase an unparalleled collection of goods, but you will also receive discounts on products that you already need. In a nutshell, you're getting free money. There's simply no way to lose with this program. Sit back and look forward to pumping up your margins and boosting your bottom line.



We currently offers three dealer classification levels to meet the purchase power of any range:

- **Silver Level:** For dealers with a \$500 - \$1,500 annual purchase volume.
- **Gold Level:** For dealers with a \$1,500 - \$8,000 annual purchase volume.
- **Platinum Level:** For dealers with greater than an \$8,000 annual purchase volume.

WHERE TO LEARN MORE

If you'd like to know more about how to become a dealer, contact your Action Target Sales Manager or Action Target Customer Service at **Tel:** (877) 852-2418 or **Email:** support@actiontarget.com.

METALS RECYCLING PROGRAM



THE EASIEST AND MOST PROFITABLE WAY TO RECYCLE YOUR BRASS AND LEAD

Lead containment and disposal. It's the dark underbelly of owning and operating a range. What's more, if you don't do it right, you risk harming your customers and your environment. Not to mention hefty government fines. So, we developed the Action Target Metals Recycling Program. Not only is the program certified, comprehensive, and convenient, but you also get a competitive rate for your metals. You also earn a 10% bonus when you apply your credit toward Action Target Store products. To put it simply, this is the most lucrative system of its kind and you don't have to deal with the dirty work.

HOW IT WORKS

- Collect and package lead, brass, and HVAC/DCU filters from your range.
- Schedule a pickup with Action Target and lock in your LME (London Metal Exchange) spot pricing by calling (801) 876-2442.
- We will pick up your lead, brass, and filters within 72 hours and credit your account.
- You can use your credit to purchase ammunition and other supplies you need for your range at the Action Target Store: <https://shop.actiontarget.com/>.

KEY PROGRAM FEATURES

- Compliant with OSHA and EPA regulations
- Convenient packaging, metals pickup, and HVAC filter disposal.
- Maximize your profit by using the value of your lead and brass for discounted dealer pricing on range supplies and ammunition.
- Get an additional 10% in credits to use at the Action Target Store when you use all of your metals recycling credit from a full recycle payout (e.g. If a full recycle payout yields \$5,000 in credit and that credit is used at the Action Target Store then you will earn an additional \$500 in credit).

MORE INFORMATION

For more information about the Metals Recycling Program, visit <https://www.actiontarget.com/products/metals-recycling/>.

ACTION TARGET AMMUNITION



INDUSTRY PRICING FOR ACTION TARGET AMMO

Interested in saving even more money on range supplies? Once you've enrolled in the Metals Recycling Program, you can use the value of your lead and brass to get competitive industry pricing on Action Target ammo for your range. We carry the most popular calibers, including .380, 9mm, 10mm, .40 S&W, .45 ACP, 38 Special, and .223 Rem. Need another caliber? Just let us know.

KEY FEATURES

- Our ammunition is manufactured only from premium components sourced from the best suppliers.
- 100% warranted to be free of defects in workmanship and materials.
- All of our ammunition is loaded to SAAMI specifications.
- We keep ammunition in stock for large and small orders.
- We provide free shipping for orders of 50,000 rounds or more with any combination of ammunition.

RANGE TRAINING

YOUR ONE STOP SHOP FOR PROFESSIONAL TRAINING COURSES AND CERTIFICATION

Action Target partnered with veteran-owned Team One Network to create newly-designed certification courses for range masters, firearms instructors, shoot house instructors, and range safety officers. These updated courses instruct attendees in new technology in modern shooting ranges, target design, and training tactics. If your range requires professional firearms training and certification courses, rest assured that you have access to instruction of the highest standard and value.



To register for, host, or schedule a class, contact [Team One Network](https://www.teamonenetwork.com) at info@teamonenetwork.com.

RANGE SECURITY

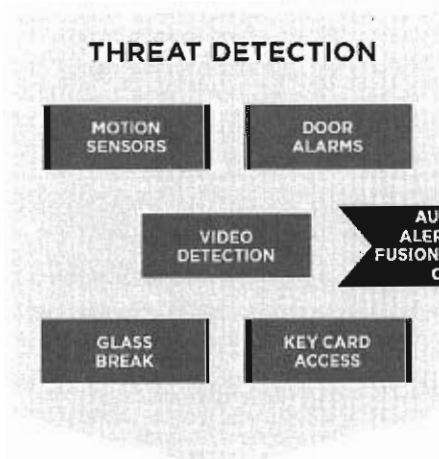
THERE'S NO BETTER WAY TO SECURE YOUR SHOOTING RANGE INVESTMENT

You don't need us to tell you that building and running a shooting range is a big undertaking and that you want to do everything in your power to protect it. In fact, besides keeping your customers happy, ensuring the security of your investment is no doubt your top priority. So we took your peace of mind upon ourselves by developing the safest and most convenient of range security systems available. To do this we partnered with Fedora Security LLC, a leading global provider of cost-effective, cutting-edge security solutions for commercial and governmental markets. These security systems integrate cutting-edge camera technology, security equipment, highly trained security professionals, advanced monitoring centers, and intuitive user access management tools to provide the industry's best security solution.

KEY SECURITY SYSTEM FEATURES

- Video confirmation and two-way audio prevent incidents and reduce false alarms to less than 1% (versus the industry standard 90%). This reduces costly visits and improving response times.
- Stay connected, arm/disarm your security system, and view live video feed from anywhere.
- Secure each room or door with key card, biometric, or passcode access systems and manage user access through an easy-to-use cloud-based network.
- A perimeter solution that provides a full duplex audio system, giving the monitoring operator the ability to communicate with and warn a threat while calling law enforcement. This prevents break-ins and property damage from occurring in the first place.
- Full 1080p HD cameras and alarms strategically placed throughout the facility as well as in each lane allow visibility for the range safety officers, range owner, and front desk.

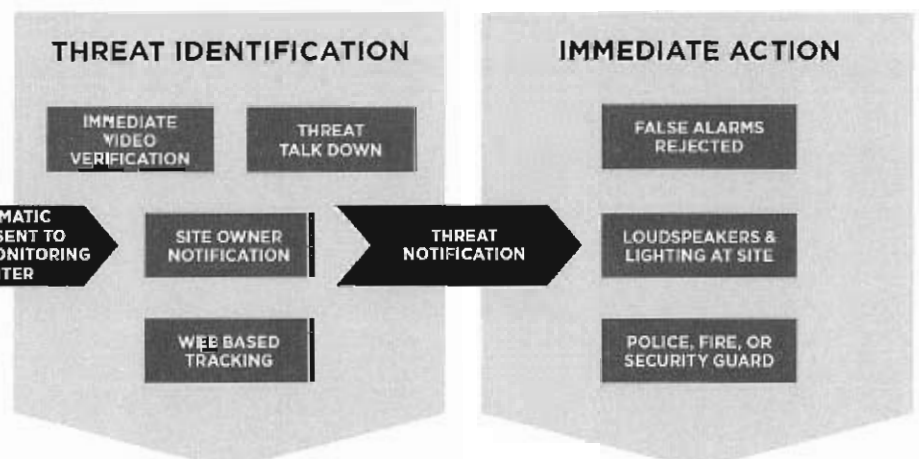
INDUSTRY STANDARD



90%
FALSE ALARMS

Most security solutions only detect and notify. This means nearly all alarms result in emergency calls, with more than 90% being false.

ACTION TARGET ADVANTAGE



<1%
FALSE ALARMS

Our use of advanced technology ensures that only true threats result in emergency calls with less than 1% false alarms. This decreases costs and improves response times.

WHERE TO LEARN MORE

To learn more about Action Target Security Powered by Fedora, to become a dealer, contact your Action Target Sales Manager: <https://www.actiontarget.com/about/contact-us/range-sales/>.

METALS RECYCLING PROGRAM



**COMPLIANT WITH
OSHA, EPA & OTHER
GOVERNMENT
REGULATIONS**

HOW IT WORKS

- Collect and package lead, brass, and HVAC/DCU filters from your range.
- Schedule a pickup with Action Target and lock in your LME (London Metal Exchange) spot pricing by calling (801) 876-2442.
- We will pick up your lead, brass, and filters within 72 hours and credit your account.
- You can use your credit to purchase ammunition and other supplies you need for your range at the Action Target Store: <https://shop.actiontarget.com/>.

KEY PROGRAM FEATURES

- Compliant with OSHA and EPA regulations
- Convenient packaging, metals pickup, and HVAC filter disposal.
- Maximize your profit by using the value of your lead and brass for discounted dealer pricing on range supplies and ammunition.
- Get an additional 10% in credits to use at the Action Target Store when you use all of your metals recycling credit from a full recycle payout (e.g. If a full recycle payout yields \$5,000 in credit and that credit is used at the Action Target Store then you will earn an additional \$500 in credit).