

# **Contract (12)C-11-L**

## **BETWEEN THE CITY OF SUNRISE, FLORIDA AND ACTION TARGET**

**For**

### **Gun Range Maintenance, Cleaning, AC System Maintenance, Filter Replacement, Repairs and Brass, Lead and Hazardous Materials Removal Services.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City" or "the Owner") and Action Target a Corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 3411 Mountain Vista Parkway, Provo, UT 84606 and whose Federal Identification Number is 262492705, incorporates all Terms and Conditions and requirements of Exhibit "A", Scope of Work, Gun Range Maintenance, Cleaning, AC System Maintenance, Filter Replacement, Repairs and Brass, Lead and Hazardous Materials Removal, Exhibit "B" Final Acceptance Test, Exhibit "C" Price List and Exhibit "D" Emergency Repairs and Additional Pickups by reference.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

#### **1. Services**

The Contractor's responsibility under this contract is for Gun Range Maintenance, Cleaning, AC System Maintenance, Filter Replacement, Repairs and Brass, Lead and Hazardous Materials Removal Services on a Quarterly Basis and as further stated in Exhibits "A", "B", "C" and "D" which are attached and made a part of this contract.

The City's representative/liaison during the performance of this contract shall be Lt. Brian Gerity telephone number (954) 746-3352 or designee.

The Contractor's representative/liaison during the performance of this contract shall be: Nick Stincelli at 801-705-9175.

#### **2. Payments**

The Contractor will bill the City at the completion for services rendered as defined herein at the rates listed in Exhibits "C" and "D" and will reduce the invoices by any credits in accordance with Exhibit "C." Submit invoices to:

City of Sunrise  
Attn: Accounts Payable Dept.  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this contract will be reviewed and approved by the

City's representative, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval. Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for five (5) years, commencing on the date this Contract is fully executed. In addition, contingent upon Budget approval, the City reserves the right to unilaterally renew the contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications and no more than five percent (5%) increase for each additional one (1) year period, by written notification to the vendor by the Purchasing Director.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Sunrise (at the City's discretion), the Contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations

assumed by Contractor under this Contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence, and \$1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability insurance.

Additional Insured: Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

Pollution Legal Liability Insurance/Per Project/Per Location Basis: CONTRACTOR agrees to maintain Pollution Liability/Per Project/Per Location Basis at a minimum limit not less than \$500,000 Each Occurrence / \$1,000,000 Aggregate. When a self-insured retention or deductible exceeds \$25,000, the CITY reserves the right, but not the obligation, to review and request a copy of the CONTRACTOR'S most recent annual report or audited financial statements. For policies written on a "Claims-Made" basis, CONTRACTOR agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, CONTRACTOR agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise  
Attn: Purchasing Director  
Purchasing Division  
1601 NW 136 Ave, Bldg A, Suite 101  
Sunrise, FL 33323

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance & Payment Bonds

Not Applicable to this Contract.

8. Termination For Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the quantities required under this contract for any of the City's fiscal years subsequent to the one in which the contract is executed and entered into, then this contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination For Cause

This Contract may be terminated by either party upon three (3) calendar day's written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it

is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination For Convenience

This Contract may be terminated by the City without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed and accepted by the City's Representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this contract.

11. Indemnification

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the contract price), the Contractor shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its subcontractors, agents or employees in the performance of services under this contract. The Contractor further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor or its subcontractors not included in the paragraph above and for which the City, its agents or employees are alleged to liable.

Contractor agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be made for hire as a commissioned work. If any such work is deemed for any reason not to be work made for hire, Contractor assigns all right, title and interest in the copyright in such work, included but not limited to, copyrights in text, two-dimensional and three dimensional representations or animations, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without additional compensation to Contractor. Contractor agrees to waive all artist's rights and moral rights under Federal, State or international law, relating to the work developed or produced, including without limitation and any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use of subsequent modification.

12. Independent Contractor

The Contractor is an independent Contractor under this contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a

reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 11, each party will be responsible for their own attorney's fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract. The Contractor shall not assign this contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this contract. If a subcontractor fails to perform or make progress, as required by this contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

Upon execution of this Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as Subcontractor on this Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objections. Subcontractors must comply with all of the requirements of this Contract.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having



any interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

21. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work or materials not delineated in the Bid but within the general Scope of Work, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

23. Notice

All written notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

cc: City Attorney  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Nick Stincelli  
Account Manager  
Action Target  
3411 Mountain Vista Parkway  
Provo, Utah 84606

24. No Damages for Delay

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.



25. Entirety of Contract

The City and the Contractor agree that this contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this contract. Any alteration of the Terms & Conditions of this contract must be contained in the Deviation Page after approval by the City Attorney and Vendor to be binding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]**

**IN WITNESS WHEREOF**, the Purchasing Director, authorized to execute same by City Commission, has made and executed this contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

**CITY OF SUNRISE**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: Purchasing Director

Date: \_\_\_\_\_

Approved as to form and legal sufficiency  
Office of the City Attorney for Sunrise, Florida  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351  
Telephone: (954) 746-3300

By: \_\_\_\_\_

Kimberly A. Kisslan  
City Attorney

**CONTRACTOR**

**ACTION TARGET**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**GUN RANGE MAINTENANCE, CLEANING, REPAIRS AND BRASS, LEAD AND HAZARDOUS**  
**MATERIALS REMOVAL**

**1. Scope of Work**

Action Target will provide services to maintain, clean, repair and remove brass, lead and hazardous materials from the City of Sunrise Gun Range located at 10440 W. Oakland Park Blvd., Sunrise, Florida for the duration of this Contract. The Scope of Work is as follows:

- A. Action Target will set up a schedule with City's Representative/Liaison at the beginning of each fiscal year of the Contract for maintenance, cleaning and removal of brass, lead and hazardous materials from the gun range. The City's fiscal year runs from October 1 through September 30 of the following year.
- B. Action Target will advise the City's Representative/Liaison at least one week in advance of a scheduled visit. Changes to the schedule must be agreed upon by both parties. Change requests should be submitted in writing by either party at least four (4) weeks prior to the scheduled date.
- C. The City's Representative/Liaison will monitor all work done by Action Target.
- D. Action Target will supply City of Sunrise with all pertinent documents necessary to perform work specified in this contract, and results of all tests performed in accordance with OSHA, EPA and NIOSH standards.
- E. Action Target shall submit written work orders to the City prior to performing any work on the City's premises and shall not perform any work without the express consent of the City's Representative/Liaison
- F. Any necessary work or repairs performed at the Gun Range that are not covered under this Contract must be approved by the City in advance and prices shall be negotiated prior to the commencement of work.

**2. Quarterly Range Maintenance and Cleaning to include:**

- A. Up to four days on site for cleaning and maintenance included in per-visit cost.
- B. 25% Discount on Action Target Parts (only).
- C. All travel expenses, lodging and meals for Action Target personnel included in cost of each visit.

**3. Maintenance of Action Target Equipment Includes:**

**A. Targets**

- 1. Test all valves and pistons. Adjust target speed. Replace valves and pistons as needed.
- 2. Grease all actuator bushings. Replace as needed.
- 3. Inspect and secure electrical connections and air connections.
- 4. Inspect and test functionality of indoor range target retrievers including keypads and computer.
- 5. Verify all cable tensions and adjust as necessary.
- 6. Cycle and adjust tension on running targets.
- 7. Provide general inspection of all targets to diagnose any potential problems.

**B. Compressor and Air Lines**

- 1. Check oil level and air filter. Replace as needed.
- 2. Drain water condensation buildup.
- 3. Check air dryer system functionality (if applicable)

4. Test entire system for leaks. Repair as needed.
5. Verify correct pressure settings and adjust as necessary.

**C. Electrical Systems**

1. Test voltage levels at the power supply and target locations.
2. Test functionality of each interface component.
3. Clean and secure all enclosures.

**D. Tower/Control Room**

1. Test computer, monitor, and printer.
2. Update all software to the latest versions. (if appropriate)
3. Run all standard software programs and scenarios to certify completeness.

**E. Bullet Trap**

1. Empty all lead collection canisters into a container provided by and disposed of by Action Target.
2. Inspect all plates, joint strips, deflectors, and deceleration chambers (inside as well).
3. Tighten or replace all loose joints and unions.
4. NOTE – Replacement of bullet trap components may require additional work days billed at the rate as listed in Exhibit “C”, Emergency Repairs and Additional Pickups. Additional work days must be approved by the City’s Representative/Liaison prior to any work being performed.

**F. Dust Collection Unit**

1. Check and maintain general functionality of the Dust Collection Unit.
2. Check and maintain and service DCU air compressor.
3. Check and maintain Photohelic set points and adjust static pressure controls as necessary.
4. Verify and test purge cycle functionality.
5. Check and maintain Dust Collection Unit filters. Replace as needed.

**G. Screw Conveyor System**

1. Check and maintain general functionality of the Screw Conveyor System.
2. Check and maintain hanger bearings for wear and damage. Replace as needed.
3. Check and maintain discharge system and collection barrel.
4. Check and maintain circuit breakers, thermal overloads, and verify start up procedures.
5. Check and maintain gear boxes for lubrication.

**4. Cleaning of Range and Disposal of Brass, Lead and Hazardous Materials From Range:**

- A. Action Target will provide all supplies, materials, parts, tools, equipment sufficient to perform gun range environmental cleaning services as required.
- B. Action Target will follow proper safety procedures and all OSHA guidelines and regulations concerning employees during the cleaning and handling of hazardous materials from the range. Personnel will wear all necessary personal protective equipment as required to perform the work.
- C. Cleaning gun range with HEPA vacuum, mops and cleaning solution, from firing line to back plate and all eight (8) shooting positions from firing line to backstop. Lead dust and cleaning solution will be shipped in DOT-approved containers for proper disposal by Action Target.

- D. Air samples and wipe samples will be performed in the HVAC area to assure that Lead dust has been removed.
- E. Lead shot accumulated in 55-gallon drums will be picked up, sent for proper recycling and empty drums replaced. HEPA and HVAC filters will be placed in approved containers and removed same day for disposal. All waste removed from the range will be documented on manifests, tracked from cradle-to-grave and disposed of according to all required federal, state and local regulations. Action Target shall supply all necessary permits for transporting and disposal.
- F. Action Target shall supply City of Sunrise all required documentation pertaining to lead and brass disposal and/or recycling after completion of each visit.
- G. Removal of Brass and Lead from the Range:
  - 1. Brass and lead will be picked up and sold by Action Target, adhering to all OSHA criteria.
  - 2. The dollar amount credited to the City from the sale of the brass and lead will be determined by the current market value, less costs incurred in shipping the metals to their destination
  - 3. Money received by Action Target will be issued as a credit to the City of Sunrise to offset the cost of maintenance.
  - 4. Action Target will provide at least two 55 gallon drums each for brass and lead storage.
  - 5. Brass pickup will be made when both drums are full. Lead Pickup will be made when one drum is approximately 2/3 full.
  - 6. Replacement drums will be provided by Action Target.

**5. Maintenance of HVAC System:**

- A. Maintenance performed as outlined below.
- B. Quarterly changing of Pre-Filters.
- C. Bi-Annual change of Mid-Filters and Outside Air Filters.
- D. Annual changing of HEPA filters.

**6. Annual HVAC Re-Commissioning Scope of Work**

Action Target will perform preliminary tests to assess current status of HVAC system. Contractor will adjust system to conform with the original design specifications that were based on the NIOSH suggested design criteria that has proven to meet exposures below the OSHA allowable levels and retest as follows:

**A. Preliminary Test:**

- a. Complete all general inspection items (Items D, 1 through 5).
- b. Perform test identical to those listed for Final Acceptance Test (Exhibit B)
- c. Balance, adjust, retest as necessary until all tests conform with OSHA, EPA and NIOSH standards.
- d. Notify the City when all items have successfully passed all tests and work has been completed.

**B. Acceptance Tests:**

- a. Airflow Test (demonstrated to authorized City personnel): Perform smoke tests and take preliminary readings to identify potential problem areas.
- b. Smoke Tests: Smoke bombs will be provided by Contractor for testing. All smoke must move downrange. Smoke going backwards will constitute failure of acceptance.

**C. Air Flow Test:**

1. Read the velocity with a Felgrid at three locations in the center of the lane, one foot up, down and center. Once acceptable readings are recorded, present to OMB  
Acceptable average velocities are 71-79 (5%).
2. Authorized City personnel will be advised of the final readings and supplied with final range data sheet (readings).

**D. General Inspection:**

1. Verify the installation of the On/Off switch along with “Do Not Shoot Safe To Shoot and Warning Lights”.
2. Verify that the following conditions turn on the “Do Not Shoot” light, shut down the system and sound alarm:
  - a. Either the supply or exhaust fan is off.
  - b. Range door remains open longer than the preset limit.
  - c. Range pressure is in the upper limit (over 0.0”).
  - d. Exhaust Pre-Filter is past its limit.
  - e. HEPA filter is past its limit.
  - f. Supply static pressure is below its limit.
3. Verify that the following conditions turn on the “warning lights”:
  - a. Exhaust pre-filter is past set point.
  - b. Exhaust HEPA filter is past set point.
4. Verify that the following start up sequence:
  - a. Push the start button.
  - b. Outside air damper on the supply fan is open.
  - c. Exhaust fan VFD initiates start of the exhaust fan at a low speed.
  - d. Supply fan starts (No VFD on supply fan, under 25 HP).
  - e. Exhaust fan speed modulates through the VFD to steady state at design range differential (0.05” SP).
  - f. “Safe to Shoot” light is energized.
5. Verify the following control points are responding and record reading:
  - a. Discharge, outside air, space temperature (the system has no heating or cooling, outside temperature will be supply and space temperature).
  - b. Supply static pressure.
  - c. Supply fan status.
  - d. Exhaust fan status.
  - e. Exhaust fault status.
  - f. Exhaust pre-filter differential.
  - g. HEPA filter differential.
  - h. Range to base building pressure differential.
  - i. Bullet trap door status.
  - j. Range door status.

**7. Repairs to Range**

- A. Repairs to the range will be made during regularly scheduled maintenance visits on an as-needed basis. Parts will be billed as outlined in Exhibit C, Price List, No. 8, Spare Parts. All repairs must be approved by the City’s Representative/Liaison.
- B. Emergency repairs between visits will be made on an as-needed basis and must be approved by



the City's Representative/Liaison. Emergency repairs will be made as outlined in Exhibit "D", Emergency Repairs and Additional Pickups.

- C. Emergency repairs will be billed separately, as outlined in Exhibit "D", Emergency Repairs and Additional Pickups.
- D. Parts will be billed separately, as outlined in Exhibit "C", Item 8, Spare Parts and must be approved by the City's Representative/Liaison.

## Range Test Data Sheet

**Final Range Velocity Readings:**

**Average**

	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8
High								
Med								
Low								

Average

**Exhibit “B”  
Final Acceptance Test**

	<b>Set Point</b>	<b>Actual Reading</b>		<b>Verified (Initials)</b>
<b>General Inspection:</b>				
On/Off Switch	N/A	N/A		
Do Not Shoot Light	N/A	N/A		
Range Ready Light	N/A	N/A		
Alarm Light	N/A	N/A		
Filter Alarm Light	N/A	N/A		
<b>Do Not Shoot-Alarm Signal:</b>				
Supply Off	N/A	N/A		
Exhaust Off	N/A	N/A		
Range Door Open Past Limit				
Range Pressure above 0”	NEG. 05”			
HEPA Filter Above Limit				
Supply Static Below Limit				
<b>Filter Warning Lights:</b>				
Pre-Filter above limit				
HEPA filter above limit				
<b>Verify Startup Sequence:</b>	N/A	N/A		
<b>Control Reading:</b>				
Temperature Supply, OA, Room	N/A			
Supply Static Pressure				
Supply Fan Status				
Exhaust Fan Status				
Exhaust VFD Fault Status				
Pre-Filter Differential				
HEPA filter Differential				
Range Pressure To Base Building	NEG. 05”			
Bullet Trap Door Status	Closed			
Range Door Status	Closed			
<b>Contractor Deliverables:</b>				
Training	N/A	N/A		
O&M Manuals	N/A	N/A		
Smoke Bombs	N/A	N/A		

## EXHIBIT "C" PRICE LIST

- 1. Initial Visit (One-time charge for first visit).....\$9,900.00**
  - a. Thorough cleaning to establish baseline – two days on site.
  - b. Change pre-filters, document hours on the HVAC and perform regular range maintenance.
  - c. Monitor and maintain HVAC system.
  - d. Surface testing included at no additional cost to the City.
  - e. Delivery of disposal containers for Brass, Lead and Hazardous Materials –  
Price includes disposal of:
    1. 1 each – Cubic Yard Box (for disposal of HVAC filters).
    2. 4 each – 55 gallon drums for lead recycling.
    3. 1 each – 55 gallon drum for disposal of PPE/Debris.
  - f. Maintenance as outlined in Exhibit "A"
  - g. Cost of additional service:
    1. Additional labor for initial cleaning, if over 2 day estimate - \$400.00/man/day
    2. Additional PPE for initial cleaning if over 2 day estimate \$ 35.00/man/day
- 2. Three (3) Regular Quarterly Visits First Year, Four Quarterly Visits  
Thereafter (total per visit ).....\$7,065.00/quarter**
  - a. Clean range to maintain baseline.
  - b. Change pre-filters quarterly, mid-filters bi-annually and HEPA filters annually.
  - c. Monitor and maintain HVAC system.
  - d. Dispose of and recycle lead and brass.
  - e. Surface testing, included at no additional cost to City.
  - f. Maintenance as outlined in Exhibit "A"
- 3. Brass and Lead Pickup and Recycling (as needed).....\$ 0.0**
  - a. Brass and lead will be picked up and sold by Action Target, adhering to all OSHA criteria.
  - b. Money received by Action Target will issue a credit to the City of Sunrise to offset the cost of maintenance.
  - c. Action Target will provide at least two 55 gallon drums each for Brass and Lead storage.
  - d. Brass pickup will be made when both drums are full. Lead pickup will be made when one drum is approximately 2/3 full. Replacement drums will be provided by Action Target.
  - e. The dollar amount credited to the City from the sale of the Brass and Lead will be determined by the current market value, less costs incurred in shipping the metals to their destination.
- 4. Outside Air Filters-Two (2) changes/year .....\$ 220.00 Each Change**
  - a. Change Bi-Annually.
  - b. Filters ordered and billed as needed.
- 5. Pre-Filters-Four (4) changes/year .....\$ 200.00 Each Change**
  - a. Change quarterly or every 200 hours.
  - b. Filters ordered and billed as needed.

6. **Mid-Filters-Two (2) changes/year .....**\$ 2,500.00 **Each Change**
  - a. Changed Bi-Annually.
  - b. Filters ordered and billed as needed.
7. **HEPA Filters – One change per year (yearly total).....**\$ 7,500.00
  - a. Change Annually
  - b. Filters ordered and billed as needed.
8. **Spare Parts (Approx. \$3,000/Yr).....**\$0.00
  - a. Billed only for parts that have shipped.
  - b. 25% discount given on Action Target Parts.
  - c. 10% discount on HVAC parts.
  - d. Ordered and billed as needed.
  - e. All orders for parts must be approved by the City’s Representative/Liaison.
9. **Range Supplies (Approx \$1,600/Yr).....**\$ 0.00
  - a. D-Lead hand soap (gallon) – 2 Gallons/month.
  - b. D-Wipe towel (150 ct.) – 2 boxes/month.
  - c. D-Step mat (Cleanable/Reusable) one time purchase.
  - d. D-Lead all purpose cleaner (Gallon)-2 Gallons/month
  - e. HEPA Vacuum filter, intermediate filter and dust bag.
  - f. Ordered and billed as needed.
  - g. All orders for supplies must be approved by City’s Representative/Liaison.
10. **Annual HVAC Recommissioning (yearly total).....**\$ 3,432.50
  - a. Annual inspection, adjustment and training.
  - b. Replacement of HVAC belts (belts included at 10% discount).
  - c. Smoke bombs for testing.
11. **Insurance Premium for Pollution Insurance .....**\$ 2,000.00
  - a. Per year, invoiced at first quarterly visit of each contract year.
  - b. \$500,000 per Claim/\$1,000,000 Policy Aggregate.
  - c. Contractor must provide proof of payment.
  - d. Insurance premium shall be paid as a reimbursable expense.
  - e. The amount of insurance premium reimbursed by the City shall not exceed \$2,000 per fiscal year during the term of this contract.
  - f. Contractor shall provide proof of five (5) year policy premium of \$10,000.
12. **Approximate Total for Year One of Five Year Contract –** **\$50,267.50**  
**Approximate Years Two Through Five –** **\$47,432.50**  
**Approximate Yearly Total for Parts And Supplies -** **\$ 4,600.00**

**EXHIBIT "D"**  
**EMERGENCY REPAIRS AND ADDITIONAL PICKUPS**

- 1. Emergency Repairs and Additional Hours for Range Repairs (anytime).....\$ 1,800.00 Ea**  
For necessary repairs between scheduled visits.
  - a. Cost per visit is not included in Item 12 (Total For One Year) above.
  - b. 48 Hour Response Time.
  - c. Cost is for one 8 hour day for necessary repairs needed between scheduled visits. Additional hours will be billed at \$100.00/hour, with approval of the City's Representative/Liaison.
  - d. If a repair is needed, the City's Representative/Liaison will contact Action Target's free Support Number 1-877-852-2418, available 8 AM to 5 PM Mountain Time. If the problem cannot be solved by Action Target Support, an emergency visit will be scheduled.
  - e. The City's Representative/Liaison must approve all parts used for repairs. Parts needed for repairs will be paid for first as outline in Item 8 of Exhibit "C", Spare Parts. Parts will be billed in a separate invoice.
  - f. The cost for an emergency visit includes all travel expenses, meals and lodging for Action Target personnel.
- 2. Additional Hours For Emergency Repair.....\$100.00/Hour**
  - a. For additional hours needed to complete work during a scheduled visit and additional hours needed to complete an emergency repair, should the labor exceed the included hours for scheduled and emergency visits.
  - b. In all cases, the City's Representative/Liaison must approve the additional hours in writing before any work can commence.
- 3. Emergency HVAC Service .....\$ \$110.00/Hour**
  - a. Response time is 48 Hours during normal working hours.
  - b. Minimum of four (4) hours (\$440.00) per call.
  - c. Parts to be billed as listed on Exhibit "C", Item 8.
  - d. If a repair is needed, the City's Representative/Liaison will contact Action Target to arrange for a service call.
- 4. Additional pickup and recycling of Lead.....\$ 560.00 Ea**
  - a. Price per pickup if quarterly pickups are exceeded.
  - b. Pickup is one (1) 55 gallon drum.
- 5. Additional Pickup and Disposal of Hazardous Materials.....\$ 680.00/drum**
  - a. Price for pickups in addition to scheduled visits
  - b. Pickup & disposal of PPE & Debris in one 55 gallon drum.
- 6. Additional Pickup & Disposal of HVAC Filters.....\$ 875.00/cubic yd box**
  - a. Price for pickup and disposal in addition to scheduled visit.
  - b. Pickup & disposal of one cubic yard box.