



**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
ACTION TARGET INC DBA ACTION TARGET INC OF CALIFORNIA**

This Agreement is entered into this 17th day of January, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "Customer" or "County" and Action Target Inc., hereinafter called "Contractor" or "ATI", collectively the "Parties" and individually as a "Party."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of installing a Vortex Total Containment Trap at Range Site #2 of the Coyote Point Pistol and Rifle Range.

Now, therefore, it is agreed by the parties to this Agreement as follows:

SECTION 1. DEFINITIONS.

Customer and its agents, partners, managers, members, shareholders, officers, directors, employees, affiliates, assigns, predecessors, successors, licensees, invitees, tenants, architects, engineers, contractors, suppliers, sureties, insurance carriers or anyone directly or indirectly employed by any of them are referred to collectively herein as the "Customer Parties." ATI and its agents, employees, affiliates, assigns, successors, subcontractors, suppliers, sureties, insurers or anyone directly or indirectly employed by any of them are referred to collectively herein as the "ATI Parties." "ATI Proposal" is the work and/or material description, pricing information, preliminary drawings, and exceptions submitted to the Customer to satisfy the Customer's request for proposal.

SECTION 2. EXHIBITS.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A – Services
- Exhibit A-1 – Design Criteria (Concrete Pad)
- Exhibit A-2 – Preliminary Description of Work Quote (System)
- Exhibit B - Payments and Rates
- Exhibit C – Armoring

SECTION 3. PAYMENT.

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. Time is of the essence for all payments to be made to ATI pursuant to this Agreement. Waivers and releases to be given by ATI to Customer for payment shall be on the form(s) required by applicable law, if any. Customer shall not have the right to directly pay ATI's subcontractors and/or suppliers, if any.

SECTION 4. TERM. Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 24, 2017** through **JUNE 23, 2018**.

SECTION 5. TERMINATION.

This Agreement may be terminated by Contractor or County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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County may terminate this Agreement or a portion of the services referenced in the Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

SECTION 6. RELATIONSHIP OF PARTIES.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

SECTION 7. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law. The exception to this shall be ATI Drawings. County may retain a copy for their archives but may not copy them nor distribute them to third parties, except as required by law.

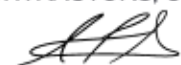
SECTION 8. ATI DRAWINGS AND PROPRIETARY/CONFIDENTIAL INFORMATION.

On or after the submittal of the ATI Proposal, ATI will provide or will have provided Customer with preliminary and conceptual ATI drawings ("ATI Preliminary Drawings") which generally reflect the ATI Work (defined in Exhibit A). Based on the approved ATI Preliminary Drawings, ATI will prepare final drawings (the "ATI Final Drawings") which generally identify the ATI Work (defined in Exhibit A). Upon receipt of the ATI Final Drawings, Customer shall promptly review and approve the ATI Final Drawings within fourteen (14) days (in writing and in the form of the Notice to Proceed—sent by ATI to the Customer). Should (i) Customer request any changes to the ATI Final Drawings, or (ii) any governing authority require changes be made to the ATI Final Drawings as a condition of their approval, or (iii) ATI is required to make changes to the ATI Final Drawings, ATI will perform this additional work, but the Agreement Price and the time for performance shall be adjusted and treated as a Change Event. Customer understands and agrees that ATI will not schedule the fabrication of any materials and/or equipment that are the subject of the ATI Final Drawings unless and until (i) Customer has approved the ATI Final Drawings by signing and returning the Notice to Proceed (without changes having been made thereto), along with (ii) the next payment in accordance with the Schedule of Values/Milestone Payment schedule.

Customer understands and agrees that while Customer may have provided or may hereafter provide ATI with certain plans and specifications relating to the construction of the Customer Work, the drawings, designs and plan sheets and the specification sections pursuant to which the ATI Work will be generally performed are the ATI Preliminary Drawings and the ATI Final Drawings (collectively referred to as the "ATI Drawings"), **and no others**. The ATI Drawings shall be considered confidential and shall only be used with respect to ATI's Work for the proposed or awarded Project. Customer understands and agrees that ATI is the author and owner of the ATI Drawings and ATI shall retain all common law and statutory rights therein, including without limitation, all copyrights.

DURING ATI'S PERFORMANCE OF ITS WORK, CUSTOMER MAY BE PROVIDED COPIES OF OR ACQUIRE ACCESS TO CERTAIN TECHNICAL DATA, SPECIFICATIONS, DRAWINGS, DESIGNS OR OTHER CONFIDENTIAL AND PROPRIETARY INFORMATION OF ATI ("PROPRIETARY/CONFIDENTIAL INFORMATION"), INCLUDING WITHOUT LIMITATION THE ATI DRAWINGS. SUCH PROPRIETARY/CONFIDENTIAL INFORMATION SHALL REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF ATI. CUSTOMER MAY ONLY USE THE PROPRIETARY/CONFIDENTIAL INFORMATION TO THE EXTENT NECESSARY WITH RESPECT TO THE WORK. CUSTOMER SHALL NOT (I) PROVIDE THE PROPRIETARY/CONFIDENTIAL INFORMATION TO ANY THIRD PARTIES (INCLUDING WITHOUT LIMITATION, CONTRACTORS, SUBCONTRACTORS, OR

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DESIGN PROFESSIONALS, OR AGENTS, EMPLOYEES, OR ADVISORS OF ANY OF THE FOREGOING) WITHOUT THE PRIOR WRITTEN CONSENT OF ATI, OR AS OTHERWISE REQUIRED BY LAW NOR (II) USE THE PROPRIETARY/CONFIDENTIAL INFORMATION TO AID, ASSIST, HELP, ENABLE OR DIRECT ANY PARTY OTHER THAN ATI TO INSTALL, DESIGN, DEVELOP OR OTHERWISE PERFORM ANY PORTION OF THE WORK. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

SECTION 9. COMMENCEMENT AND PERFORMANCE OF THE WORK.

Fabrication or Manufacture of the ATI Materials. Customer understands and agrees that ATI will not begin to fabricate or manufacture the ATI materials and/or equipment ("Manufacturing") required by the ATI Drawings unless and until each of the following has occurred: (i) Customer has fully paid all required payments, plus any additional costs associated with Change Events; (ii) Customer has approved the ATI Final Drawings by executing and returning the Notice to Proceed, and (iii) Customer provides satisfactory evidence to ATI that Customer has obtained any and all permits, licenses, inspections and/or governmental approvals necessary to allow the ATI Work to be performed. Manufacturing of materials is estimated to be complete approximately twelve (12) weeks after ATI's receipt of the Notice to Proceed, along with all required payment(s).

Shipping of the ATI Materials. Customer understands and agrees that ATI will not schedule shipping and/or delivery of the ATI Materials to the Project site ("Shipping") unless and until each of the following has occurred: (i) Customer has returned the "Shipping Notice" (sent by ATI to Customer), and, (ii) Customer has paid the next payment in accordance with the Schedules of Values/Milestone Payment schedule.

Installation at Project site. ATI will commence the installation within an agreed upon number of business days of the last of the following to occur: (i) the date Customer has fully, finally and materially completed the physical construction of all Customer Work except where otherwise delineated by the construction schedule. Irrespective of the hours that ATI may perform its Work, Customer shall make the Project available for the ATI Work, Monday through Sunday (holidays included), for no less than eight (8) hours per day. Customer understands and agrees that its assistance and cooperation is essential to ATI's successful and timely completion of the ATI Work. Customer and its agents shall be available upon reasonable notice to answer and give approval of any issues or questions that may arise during ATI's performance of the Work. Should Customer be unavailable or unreasonably delay answer and/or approval, ATI shall be entitled to a Change Event.

SECTION 10. SUBSTANTIAL COMPLETION AND REPAIR WARRANTY.

The term "Substantial Completion" means that point in time when all or a portion of the Work is sufficiently complete so that the Customer can use all or a portion of the ATI Work for its intended use or purpose. Within ten (10) calendar days after Substantial Completion, Customer shall (i) carefully inspect the ATI Work, and (ii) if Customer believes that the ATI Work does not meet the requirements set forth in this Agreement, Customer shall give ATI written notice of the claimed non-conformance or defect. Customer's failure to timely give written notice of any non-conformance or defect shall be considered as evidence that the ATI Work is acceptable to Customer as performed and installed.

The performance of ATI's Work will be in compliance with industry standards and applicable building codes as they may apply to ATI's specific craft or trade and will be evaluated by any Customer Parties or others and any trier of fact pursuant to a "reasonable" or "objective" standard. Regardless of any statutory or contractual obligation to the contrary, ATI shall guarantee and warrant the ATI Work for a period of one (1) year from the date of Substantial Completion ("Repair Warranty Period"). ATI shall repair or replace (at ATI's election and at its cost), any Work that fails to materially comply with the ATI Drawings and which proves to be defective or non-conforming in materials or workmanship (the "Repair Warranty"), **provided:** (i) Customer has fully paid ATI for the Work and (ii) Customer gives written notice ("Repair Notice") to ATI within the Repair Warranty Period, as below.

Should Customer believe that any part or portion of the ATI Work is defective and/or non-conforming and subject to the Repair Warranty provided herein, Customer shall: (i) give a Repair Notice identifying the specific part or portion of the Work that is allegedly defective and/or non-conforming, and (ii) if the allegedly defective or non-conforming portion of the Work can be returned to ATI, obtain a Return Authorization from ATI before returning the same. Should the Work subject to the Repair Notice, a) be returned to ATI without a Return Authorization, b) be received by ATI after the Warranty Period, c) be found to not be defective or found by ATI to conform to the ATI Drawings, or d) appear to be damaged or rendered inoperative due to any of the Exclusions set forth below, ATI shall, at Customer's expense, return the part to Customer, with no repair or replacement having been made. Should Customer elect to have ATI replace the damaged part (at Customer's expense), ATI shall attempt to make such replacement parts available, at ATI's then current retail price.

ATI shall have no obligation to repair or replace the ATI Work if such Work was (collectively, "Exclusions"): (i) Improperly used

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by Customer or others (i.e., exceeded the operational and/or functional scope for which it was intended), (ii) Not properly maintained by Customer (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.), (iii) Modified or altered by Customer or others during and/or after implementation of Work (including the removal of ATI's logo(s), badging and/or other branding from the ATI materials), (iv) Serviced by any third party, unless otherwise authorized by ATI in writing, (v) Damaged or rendered inoperative as a result of the acts or omissions of Customer or others, including, but not limited to: Failure to implement recommended protection and/or armoring measures and 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, (vi) Not operated in compliance with all applicable building, mechanical, plumbing, and electrical codes, (vii) Supplied and/or installed by any third party, (viii) Damaged, in whole or in part, due to Customer's failure to give ATI timely notice of the alleged defect or non-conforming portion of the Work; or (ix) Covered under a manufacturer's warranty.

THIS REPAIR 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. THIS REPAIR WARRANTY CAN ONLY BE MODIFIED BY WRITTEN AGREEMENT BETWEEN THE PARTIES.

SECTION 10. OWNERSHIP OF THE WORK AND RISK OF LOSS.

Title to the Work shall be and remain in ATI until the Agreement Price, plus any additional costs associated with Change Events, has been fully paid, at which time title to the Work shall pass to Customer. Additionally, ATI shall retain ownership of any excess ATI materials not incorporated into the Project, even if such excess ATI materials were delivered to the Project. Unless specifically included as "spare parts" or "extra materials" on Exhibit A, no such spare parts or extra materials are included as part of the Work.

Notwithstanding anything herein to the contrary, Customer shall be fully responsible and liable for the risk of loss, cost and expense and any damage to the ATI Materials, except where such loss, cost, or expense was caused by ATI, from the earlier of the date (i) the ATI Materials are delivered to the Project site, or (ii) ATI releases the ATI Materials to Customer or its agent for pick-up or shipping. Upon receipt of the ATI Materials, (i) Customer shall inspect the ATI Materials and immediately notify ATI of any damage or shortage, (ii) store and safeguard the ATI Materials until such time as ATI arrives at the Project site, and (iii) photograph the ATI Materials and return such photographs to ATI to confirm that the shipment matches all applicable Bills of Lading (only if shipping is provided by ATI as part of the Work). Customer shall be liable and financially responsible for any damage to the ATI Materials, except where such damage was caused by ATI, (a) that occurs during shipping (if such shipping is provided by ATI as part of the Work), if not immediately communicated to ATI upon receipt of the ATI Materials, and/or (b) which occurred after Customer's receipt of the ATI Materials (including theft). As part of its inspection of received ATI Materials, Customer does not have an obligation to open each pallet but shall inspect each for external indications of significant damage.

SECTION 11. CHANGE EVENTS.

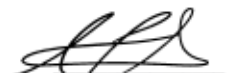
The term "Change Events" shall be defined to include: (1) Customer Change Orders; (2) Customer Delay; and (3) Force Majeure Events. Change Events do not include events which are caused by the material uncured default of ATI.

If following its approval of the ATI Final Drawings, Customer Parties make or propose to make alterations or changes to the ATI Final Drawings, the Specifications or to the Work Schedule, ("Customer Change Orders"), ATI shall prepare, or cause a third party to prepare, plans and specifications with respect to such change, addition, or alteration. Within ten (10) days of the Customer's request, ATI shall notify the Customer of costs that would be incurred by reason of such proposed Customer Change Order and any delay in the anticipated Substantial Completion that would result from such Customer Change Order. Costs of Customer Change Orders may include increased the on-site and off-site cost of the additional work, materials and/or equipment that ATI may provide as a result of the Customer Change Order (including insurance, bond costs and taxes, if applicable), plus twenty percent (20%) (ten percent (10%) for overhead and ten percent (10%) for profit). If, and only if, the Customer approves the cost of the Customer Change Order, then ATI shall proceed with the Change Order.

In the event of Customer Delay, the Work Schedule shall be extended by two (2) work days for each work day lost and ATI may seek reimbursement from Customer for direct costs of the delay. "Customer Delay", as used herein, shall be defined to mean a delay in achieving Substantial Completion as a result of or in connection with: (1) Customer's failure to perform the obligations and responsibilities required of Customer or delays by third party contractor in the Agreement; (2) any suspension, delay, or disruption of the prosecution of the work by any acts, omissions, or request of the Customer Parties or third party contractor.

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The term " Force Majeure", as used herein, shall be defined to mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor or materials or reasonable substitutes therefore, inability to obtain permits or other governmental approvals after timely application therefore, governmental actions, civil commotions, war, terrorism, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform. Notwithstanding anything to the contrary contained in this Agreement, a Force Majeure event shall excuse the performance of the party affected for a period equal to any such prevention, delay or stoppage and therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by 2 work days for each day lost.

Other Change Events: Other Change events beyond the control of ATI, which shall cause a schedule extension of 2 work days for each day lost, shall include: (i) if Customer fails to perform the obligations and responsibilities required of Customer in the Agreement, (ii) if Customer objects to any consultant, subcontractor, or supplier selected by ATI, Customer shall pay the reasonable increases and costs ATI may incur in obtaining a replacement consultant, subcontractor, or supplier, (iii) Customer Parties or others (including any governing body) make alterations or changes to the ATI Final Drawings, the Customer Plans or Specifications or to the Work Schedule, or ATI's Work is changed, modified or altered by the Customer Parties or others in any way, (iv) ATI is required to provide additional work and/or materials, beyond those reflected in the ATI Preliminary Drawings, (v) ATI's Work is suspended, delayed, interfered with, disrupted and/or accelerated by the acts, omissions or requests of any of the Customer Parties or others, (vi) the Customer Work is not timely completed, or (vii) for any other reason beyond ATI's control. Change Events do not include events which are caused by the material uncured default of ATI.

All change events must be agreed to by both parties.

SECTION 12. HAZARDOUS ENVIRONMENTAL CONDITIONS.

Customer understands and agrees that ATI shall not be responsible for any pre-existing Hazardous Environmental Conditions at the Project site, including those caused by, attributable to or arising out of the acts, omissions or failure of Customer.

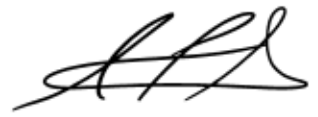
SECTION 13. ARMORING MEASURES.

To the extent included as part of the ATI Work, certain areas may be designated ballistic or armored for "point blank" type impacts ("Armoring"). If provided, this Armoring may include: A "Staging Area," that is non-ballistic rated unless otherwise specified in this agreement or its exhibits. The Staging Area is not intended nor designed to be a Firing Line Area or a Tactical Training Area (defined below), and weapons should never be discharged from such Staging Area(s). If included as part of the ATI Work (identified in Exhibit A): a "Firing Line Area," consisting of those ballistic panels identified in Exhibit A, with Armoring as specified in Exhibit C. The Firing Line Area is a fixed location from which weapons are to be discharged; and/or a "Tactical Area," consisting of those ballistic panels identified in Exhibit A, with Armoring as specified in Exhibit C. A Tactical Area is designed to allow weapons to be discharged at various locations, both down-range and cross-range (under supervision by a range safety officer and/or range master).

To the extent the ATI Work includes such Armoring, Customer acknowledges and agrees that: i) the existence of Armoring cannot and does not fully eliminate the risks and/or hazards inherent in indoor and outdoor shooting ranges, ii) in the event Armoring is struck by a bullet of any caliber ("Bullet Strike"), Customer shall immediately cease the use of the Firing Line Area and/or Tactical Area where such Bullet Strike occurred, and replace the Armoring; and iii) ATI shall not be responsible for any hazards at the Project site, including, but not limited to, those caused by, attributable to or arising out of the presence of Armoring and/or the acts, omissions or failures of any Customer Party (or others) to observe proper safety procedures, including, among others (a) Customer's failure to terminate the use of any area in the event of a Bullet Strike to Armoring, or (b) if a range is used for purposes beyond its intended use (e.g., the use of weapons or ammunition in a given area that exceed the max velocity and/or max energy as specified in Exhibit C), or (c) the modification or alteration of the Armoring in any manner whatsoever.

SECTION 14. MUTUAL HOLD HARMLESS

(A) It is agreed that ATI shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of ATI and/or its officers, employees, agents, and servants.



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Customer

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(B) ATI shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, ATI representatives for services provided under this Agreement.

(C) It is agreed that County shall defend, save harmless, and indemnify ATI and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.

(D) The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(E) In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and ATI and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

SECTION 15. ATI'S INSURANCE

ATI Insurance.

(A) **General Requirements.** ATI shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. ATI shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending ATI coverage to include the contractual liability assumed by ATI pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(B) **Worker's Compensation and Employer's Liability Insurance.** ATI shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, ATI certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

(C) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Commercial General Liability\$2,000,000
- (b) Motor Vehicle Liability Insurance\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

Except for ATI's obligation to warranty the Work for the Repair Warranty Period (defined herein) any claim for damages that Customer may make, or any liability or indemnity obligation that the ATI Parties may have with respect to or arising out of or related to the ATI's work, including property damage or bodily injury, shall be limited to the proceeds a Customer Party or any third party receives, if any, from or under the insurance to be provided by Customer or by ATI and nothing more. Under no event

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or circumstance shall the Customer Parties seek damages in excess of the insurance proceeds discussed above, whether directly or indirectly through suits with other parties who may join the ATI Parties as third-party defendants.

SECTION 16. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

SECTION 17. NON-DISCRIMINATION AND OTHER REQUIREMENTS

b. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

c. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

d. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

e. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

f. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

g. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

h. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or

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AGREE TO THE PROVISIONS SET FORTH ON THIS PAGE**

adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

i. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

SECTION 18 RIGHT TO MONITOR AND AUDIT.

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

SECTION 19 MERGER CLAUSE; AMENDMENTS.

This Agreement, including the Quote, Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

SECTION 20 CONTROLLING LAW; VENUE.

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

SECTION 21 NOTICES.

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

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In the case of County, to:

Ginger Martinez, Management Analyst
San Mateo County Sheriff's Office
400 County Center, Redwood City, CA 94063
(650) 363-7819 | gbalkus@smcgov.org

In the case of Contractor, to:

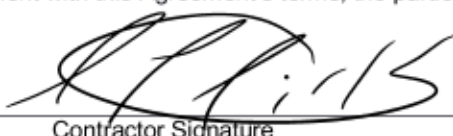
Chris Hart
Action Target inc.
Box 636, Provo UT 84603-0636
(801) 705-9149 | chrish@actiontarget.com

SECTION 22 ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

ACTION TARGET INC.



Contractor Signature

Shayne L Gibbons

Contractor Name (please print)

January 17, 2017

Date

COUNTY OF SAN MATEO

President, Board of Supervisors, San Mateo County

Date

ATTEST:

Clerk of Said Board

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Customer

ATI

**EXHIBIT A
SERVICES**

In consideration of the payments set forth in Exhibit B, ATI shall provide ATI will furnish that work, material and/or equipment expressly identified in ATI Proposal (collectively the "Work" or the "ATI Work"). The ATI Work generally includes the following:

1. DESCRIPTION OF SERVICES TO BE PERFORMED BY ATI

A. Supply and install a bullet containment system, or bullet trap, at the Coyote Point Pistol and Rifle Range Site 2.

Included items are as follows:

- 1.) Vortex Total Containment Trap (TCT), U.S. Patent #'s 5400892, 5811718 (qty. 1)
 - a.) Modular trap design allows for easy replacement of trap parts in future
 - b.) Heavy-Duty 3/8" AR500 trap rated for pistol and rifle use
 - c.) Low maintenance design for years of heavy use
 - d.) Standard lead canisters for easy lead recycling
- 2.) Outdoor Boom System for Vortex TCT Trap (qty. 1)
 - a.) Fully engineered to meet local Seismic requirements and Wind loads
 - b.) All galvanized steel to resist corrosion in wet and marine environments
 - c.) Includes trap roof and ferring deflector plate
- 3.) The off-site manufacture or fabrication of materials and/or equipment required by the ATI Drawings. The shipping of such fabricated materials and equipment to the Project site. The assembly and installation of the fabricated materials and/or equipment.
 - The following are defined as "Customer Work" and shall be performed by the third-third party contractor or by the County. ATI work expressly excludes and ATI shall not be responsible for: (i) temporary utilities for construction (including adequate lighting and power for hand-tools); (ii) structural work of any kind, including hanging support for the ATI Materials, any substructure from which the ATI Materials is or will be supported pursuant to the ATI Drawings, canopies, shade structures, etc.; (iii) Electrical wiring; (iv) Concrete footings, piers and slabs of any kind; (v) Floor trenching and wall notching (applicable only for steel Total Containment Traps (TCT)); (vi) Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment; (vii) applicable permits and fees; (viii) Gas piping; (ix) Coring and sealing; (x) General trades work, (xi) Off-loading of ATI materials and equipment upon delivery to the Project; (xii) Non-ballistic drop ceiling in range ready area; (xiii) Range lighting controls and wiring; (xiv) Waste disposal; (xv) Sanitation facilities; (xvi) structural engineering, supports, pads, rooftop equipment rails, etc.; (xvii) Address, remediate and/or resolve any Preexisting Project Conditions; (xviii) all hazardous waste and hazardous waste removal, (xviii) all site surveys and soil assessments both seismic and non-seismic (Customer warrants that it shall be responsible for, and hold ATI harmless for all seismic surveys for the site and compliance therewith, excluding that part for which the engineer certifies ATI's work is compliant therewith. and xxix) Any other work, materials or equipment that is not expressly included in the ATI Work.
- 4.) Payment for concrete pad and customer work below will be made by the County to Action Target. Action Target will make payment only after Action Target certifies that the concrete pad meets build spec requirements consistent with ATI drawings. All Customer Work performed by county approved third-party contractor must be performed in accordance with the Customer Plans and Specifications and all applicable federal, state and local laws, regulations and building codes, and the ATI Drawings, to the extent applicable.
- 5.) Failure by third party county approved contractor to strictly adhere to the Customer Plans and Specifications, applicable federal, state and local laws, regulations and building codes, and/or to the ATI Drawings shall (i) void the Repair Warranty to be provided by ATI, (ii) excuse performance by ATI of any installation or testing of the ATI Work until such time as the defective, non-conforming or non-compliant Customer Work has been corrected, and (iii) be a Change Event (defined herein)

2. DESCRIPTION OF SERVICES TO BE PERFORMED BY THIRD PARTY CONTRACTOR RETAINED BY ATI

- A.** ATI who shall in no way be deemed or considered a general contractor, shall contract with a third party contractor ("Third Party Contractor") who will furnish and provide certain work ("Third Party Contractor Work"). This work includes:

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Customer

ATI



- 1.) Precision concrete pad for boom system built to ATI specifications and in compliance with applicable laws, regulations, and codes. (See Quote 96284.)
 - a.) Permits
 - b.) Demo & Grub foundation
 - c.) Excavate & Compact Pad
 - d.) Supply & Install 6" class II aggregate base
 - e.) Prep, form, reinforce, place, and finish concrete pad
 - f.) Set anchor rods, base plates, and bolts
- 2.) Third Party Contractor Work Exclusions
 - a.) Electrical Power
 - b.) Surface Improvements
 - c.) Off-haul/disposal of contaminated material








Customer shall be responsible for work outside the scope of the ATI Work and the Third Party Contractor Work.

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Customer



ATI

	Z001	INDEX PAGE
	Z002	GENERAL NOTES
	Z101	RANGE PLAN
	Z102	CONCRETE PAD LAYOUT
	Z104	TRAP FOOTPRINT
	Z301	RANGE SECTION
	Z521.2	TOTAL CONTAINMENT TRAP VORTEX DETAILS



Office: (801) 377-4053 | Fax: (801) 377-8566 | www.AdvionTarget.com
 P O Box 6336, Provo UT, 84603
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75% SUBMITTAL
NOT FOR CONSTRUCTION

SAN MATEO CSO OUTDOOR
RANGE

Project Manager	RYAN LOWE
Marketing Manager	CHRIS HART
Project Engineer	JEREMY HADERLUE
Drawn By:	JASON WOODARD
Approved By:	BILL MILLER
Origination Date:	10/20/2016

[illegible]

INDEX
PAGE

—SAFE! MURDER—

Z001

—52—

SAVED: 2016-10-28 13:49:59 BY: JASONW AT: \\nas111\hamilton\PROJECTS\Open\San Mateo County\OutdoorCAD_Working\San Mateo County\Outdoor 75.dwg



Project Manager:	RYAN LOWE
Venue Manager:	CHRIS HART
Project Engineer:	JEREMY HADERLJE
Drawn By:	JASON WOODARD
Approved By:	BILL MILLER
Origination Date:	10/20/2018

[illegible]

SEAL TO PREVENT REMOVAL AT 20 & 30

ALL CONCRETE WORK AND REBAR LAYOUT
-BY OTHERS
ALL TRAP FOOT PLACEMENT
-BY ACTION TARGET



$$\text{Dose} = 144 = 12 \times 12$$



— SUBJECT STATUS

5% SUBMITTAL

PROJECT NAME

ATEO CSO OUT

Project Manager	RYAN LOWE
Training Manager	CHRIS HART
Project Engineer	JEREMY HADERLIE
Drawn By:	JASON WOODARD
Approved By:	BILL MILLER
Origination Date:	10/20/2001

[illegible]

—SHEET NAME—

CONCRETE PA

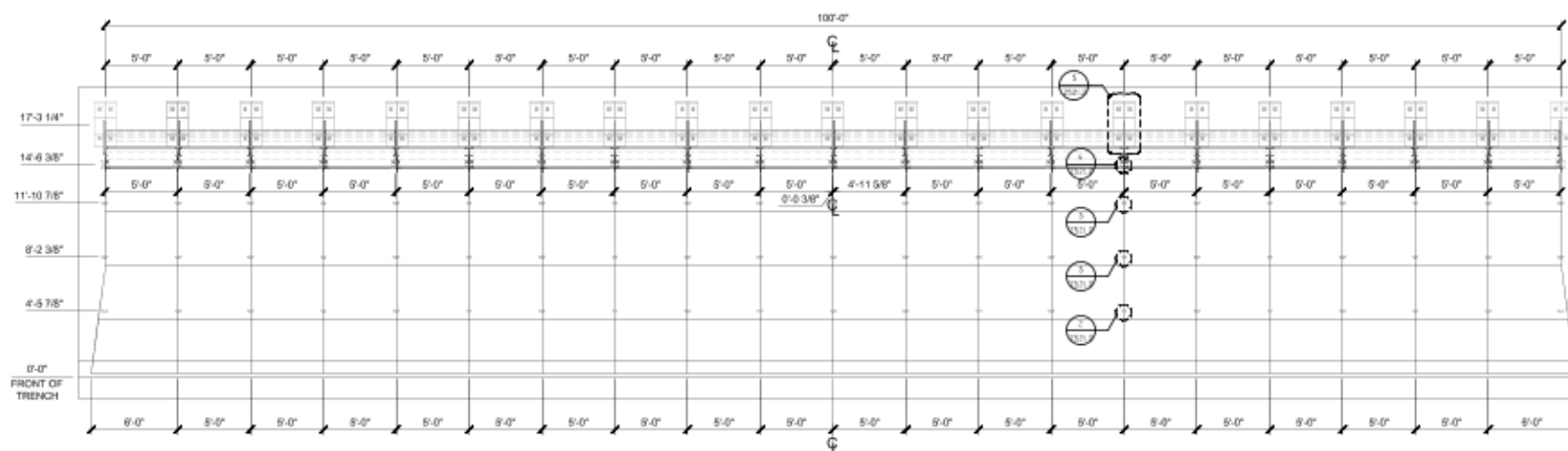
—DRAWING NUMBER.

— SAFETY MEASURES

Z102

—SEAL TO THE ORIGINAL WRAPPING AT ONCE

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1 RANGE PLAN
284 SCALE = 3/16" = 1'-0"



Office: (801) 377-4033 | Fax: (801) 377-4066 | www.AudioTargot.com
 P.O. Box 636, Provo UT, 84603

— SUBJECT STATUS —

PROJECT NAME _____

SAN MATEO CSO OUTDOOR
RANGE

Project Manager	RYAN LOWE
Training Manager	CHRIS HART
Project Engineer	JEREMY HADERLUE
Drawn By:	JASON WOODWARD
Approved By:	BILL MILLER
Creation Date	02/06/2004

[illegible]

SHEET NAME

TRAP FOOTPRINT

FORMING REBUILT

SOCIETY OF AMERICAN MUSICIANS

Z104

— See PD for original drawing at 00's 80



PROJECT STATUS

75% SUBMITTAL
NOT FOR CONSTRUCTION

PROJECT NAME

SAN MATEO CSO OUTDOOR
RANGE

Project Manager:	RYAN LOWE
Tenility Manager:	CHRIS HART
Project Engineer:	JEREMY HADERLIE
Drawn By:	JASON WOODARD
Approved By:	BILL MILLER
Origination Date:	10/20/2014

[illegible]

SHEET NAME

RANGE
SECTION

—DRAWING NUMBER—

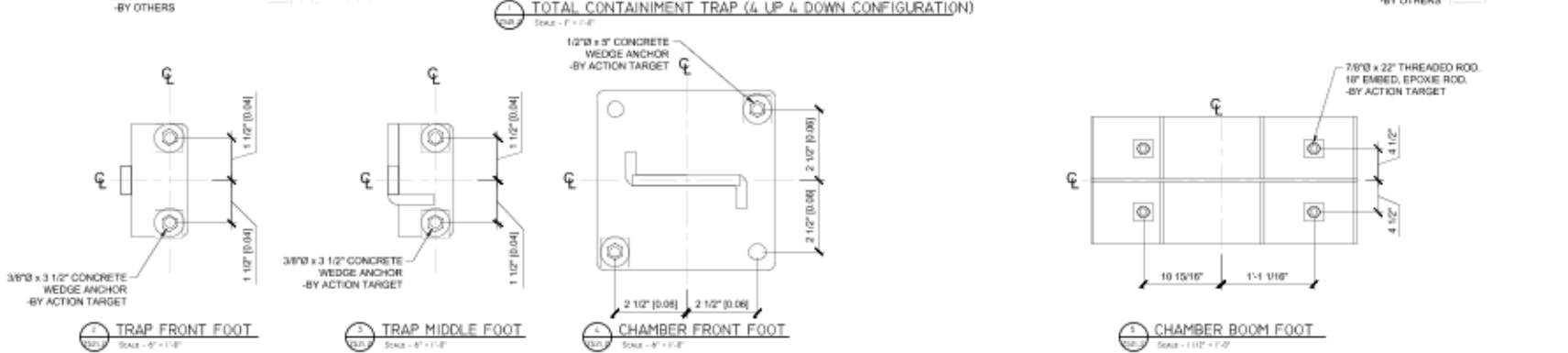
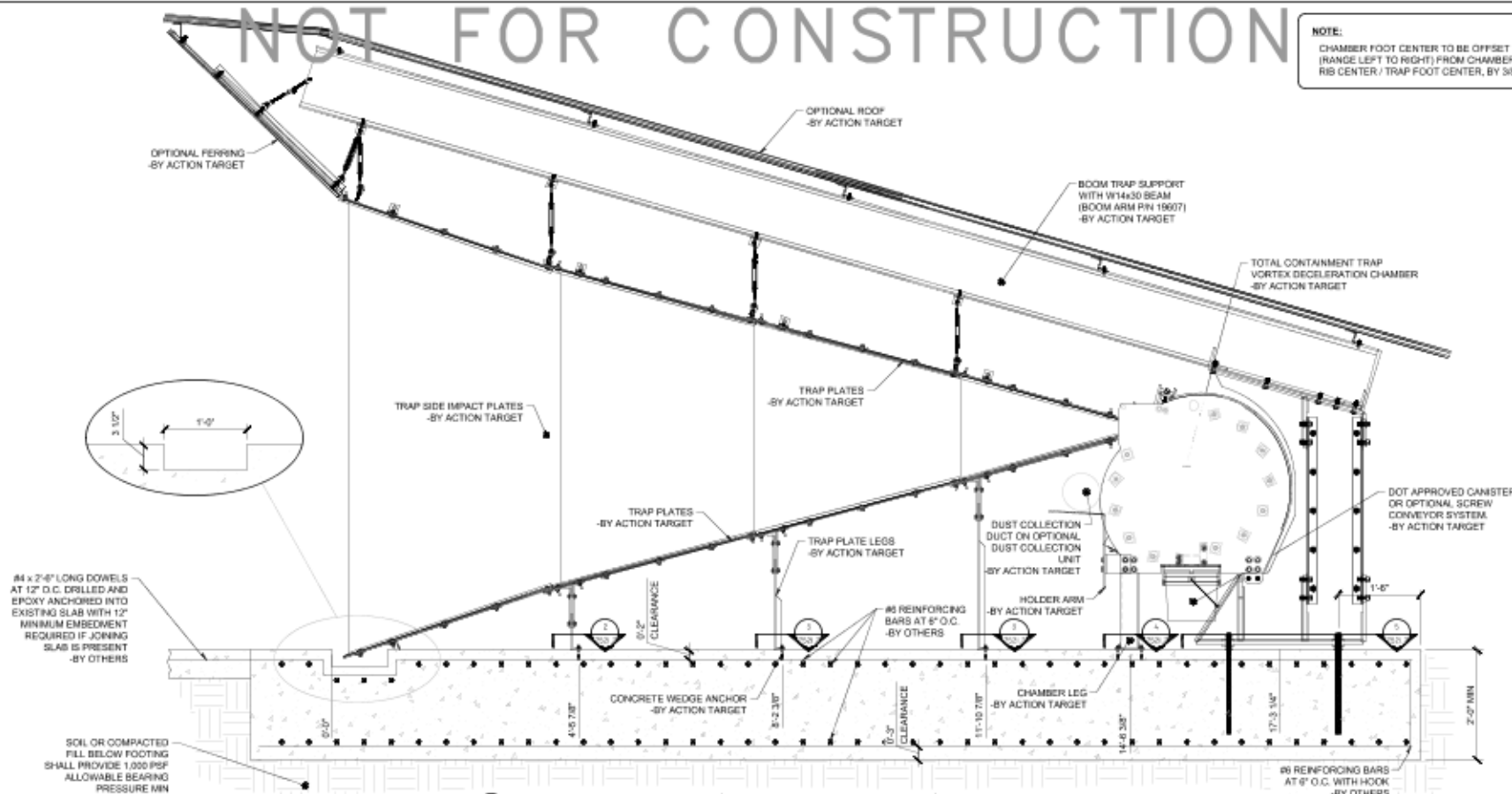
—SHEET NUMBER—

Z301

—SEAL TO THE FOLLOWING: REMAINS AT 10° N 140° E—

NOT FOR CONSTRUCTION

NOTE:
CHAMBER FOOT CENTER TO BE OFFSET
(RANGE LEFT TO RIGHT) FROM CHAMBER
RIB CENTER / TRAP FOOT CENTER, BY 3/8".



P.O. Box 630, Provo UT, 84603
 Office: (801) 377-4000 | Fax: (801) 377-4006 | www.actiontarget.com
This use of these plans shall be restricted to the original project site for which they were prepared. Any other use, reproduction, or distribution of these plans without the written consent of Action Target Inc. is prohibited. Drawings and designs remain the property of Action Target Inc. without reservation.
 Action Target Inc. 2018 All Rights Reserved

PROJECT STATUS

75% SUBMITTAL

NOT FOR CONSTRUCTION

PROJECT NAME

SAN MATEO CSO OUTDOOR RANGE

Project Manager	RYAN LOWE
Working Manager	CHRIS HART
Project Engineer	JEREMY HADERLIE
Drawn By	JASON WOODARD
Approved By	BILL MILLER
Origination Date	10/20/2018

No	BY	REVISION	DATE

SHEET NAME

TOTAL CONTAINMENT TRAP VORTEX DETAILS

DRAWING NUMBER

SHEET NUMBER

Z521.2

SCALED FOR ORIGINAL DRAWING AT 1/2" = 1'-0"



Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

San Mateo County Sheriffs Office-100' wide

Redwood City, CA 94063

Quotation: 96284 By: Chris Hart Printed: 2017-Jan-17

Included Items:

- 1 **Vortex Total Containment Trap, U.S. Patent #'s 5400892, 5811718** 372,650.00
 - Modular trap design allows for easy replacement of trap parts in future
 - Heavy-Duty 3/8" AR500 trap rated for pistol and rifle use
 - Low maintenance design for years of heavy use
 - Standard lead cannisters for easy lead recycling
- 1 **Outdoor Boom System for Vortex TCT Trap** 124,800.00
 - Fully engineered to meet local Seismic requirements and Wind loads
 - All galvanized steel to resist corrosion in wet and marine environments
 - Includes trap roof and furring deflector plate
- 1 **Action Target Prevailing Wage Installation** 224,000.00
 - Includes full installation crew
 - Travel expenses
 - Equipment rental
 - Estimated 8 weeks of installation
 - Includes prevailing wage rates for San Mateo County
- 1 **Ground Freight ~120,000 lbs.** 9,000.00
- 1 **San Mateo County Contingency** 24,098.82
- 1 **Specialized Concrete Pad for Boom System** 239,156.58
 - Permits
 - Demo & grub foundation location
 - Excavate & compact pad
 - Supply & install 6" class II aggregate base
 - Prep, form, reinforce, place and finish concrete pad
 - Set anchor rods, base plates and bolts
 - General Conditions

1 EXCLUSIONS - NOT in Action Target Scope of Work: 0.00

- 1) Structural supports and any structural work
- 2) Power wiring and conduits
- 3) Construction of specialized concrete pad for boom system (concrete pad to be provided by customer and built by county preferred contractor, built to Action Target specs, paid for with Pass-Through Payment from Action Target per Quote 96284. Payment to be made after certification that concrete pad meets build spec requirements).
- 4) Applicable permits and fees
- 5) Off-loading of equipment upon delivery (fork lift required)
- 6) Electrical power
- 7) Surface improvements
- 8) Off-haul/Disposal of contaminated material

Sales Tax	66,294.60
Total	<u>1,060,000.00</u>

Payment Terms:

25% Down Payment with Contract, 25% to start manufacturing with customer approved final drawings,
40% 2 weeks Prior to ship date, 10% on completion of Action Target Instal

Shipping Terms:

Ground Freight

Installation Terms:

Action Target Prevailing Wage Installation

Terms and Conditions:

You must reference the Order Number above on your purchase order to secure best price. Price will be honored for 60 days from the quotation date if no other date is specified herein. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.



EXHIBIT B
PAYMENTS AND RATES

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. RATES.

<i>Description</i>	<i>Cost</i>
Vortex Total Containment Trap (U.S. Patent #'s 5400892, 5811718)	\$372,650.00
Outdoor Boom System for Vortex TCT Trap	\$124,800.00
Action Target Living Wage Installation	
- Includes full installation crew	
- Travel expenses	
- Equipment rental	\$224,000.00
- Estimated 8 weeks of installation	
- Includes prevailing wage rates for San Mateo County	
Ground Freight (120,000 lbs)	\$9,000.00
Specialized Concrete Pad for Boom System	\$239,156.58
<i>Sales Tax</i>	\$66,294.60
<i>Sub-Total</i>	\$1,035,901.18
<i>Contingency</i>	\$24,098.82
TOTAL	\$1,060,000.00

2. PAYMENTS.

A. County shall pay Contractor as follows:

- 1.) 25% or \$265,000.00 upon full execution of this agreement.
- 2.) 25% or \$265,000.00 upon County's acceptance of final drawings to start manufacturing
- 3.) 40% or \$424,000.00 upon shipment
- 4.) 10% or \$106,000.00 upon completion and County's acceptance of installation

B. Invoicing Procedures.

- 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services/work completed for the invoiced period

C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$1,060,000.00**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

**BY INITIALLING BELOW, CUSTOMER AND ATI ACKNOWLEDGE AND
AGREE TO THE PROVISIONS SET FORTH ON THIS PAGE**

Customer

ATI

EXHIBIT C**ARMORING**

To the extent included as part of the ATI Work in Exhibit A, certain areas may be designated ballistic or armored for "point blank" type impacts ("Armoring") as ATI Class 1 or ATI Class 2 (either Glass or Solid), as follows:

Material	Rating	Range Use	Max Velocity	Max Energy	Compliance
Glass	ATI Class 1	Pistol Ranges	1,485 fps	1,175 ft.-lbs.	Meets or exceeds UL 752 Level 3 and EN1063 BR4(S) standards
	ATI Class 2	Rifle Ranges	3,388 fps	3,600 ft.-lbs.	Meets or exceeds EN1063 BR5(S) standards
Solid	ATI Class 1	Pistol Ranges	1,485 fps	1,175 ft.-lbs.	Meets or exceeds UL 752 Level 3 standards
	ATI Class 2	Rifle Ranges	3,388 fps	3,600 ft.-lbs.	Meets or exceeds UL 752 Levels 5, 7, 8, 9, & 10 standards

ATI Armoring is not rated for armor-piercing rounds or atypical ammunition. Customer understands, acknowledges and agrees that (i) ammunition can vary significantly, even within different rounds of the same caliber (depending on the selection of projectile material and weight, muzzle velocity, manufacturer, etc.), (ii) it is Customer's responsibility to ensure that ammunition used in a Firing Line Area or Tactical Area does not exceed the max velocity and/or max energy for which the area is rated, (iii) Customer shall be solely responsible for the improper use of ammunition and weapons by Customer Parties or others by exceeding the operational and/or functional scope for which the ATI Materials in the a Firing Line Area or Tactical Area are intended, and (iv) the ATI Repair Warranty (Section 5) shall be void for all purposes in the event of a Bullet Strike (Section 9) to Armoring that exceeds the allowable max velocity and/or max energy specified.



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