

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees

FROM : Scott Niehaus, Village Manager

DATE : November 22, 2016                      Agenda Date: December 15, 2016

TITLE : Police Department Indoor Shooting Range Improvements

SUBMITTED BY: Carl Goldsmith, Public Works Director *G*

**RESULTS:**

Date Bids Were Published N/A                      Bidding Closed N/A

Total Number of Bids Received 3

Total Number of Bidders Meeting Specifications 3

Bid Security Required                                          Yes                      X                      No

Performance Bond Required                                          Yes                      X                      No

Were Any Bids Withdrawn                                          Yes                      X                      No

Explanation:

Waiver of Bids Requested?                                          X                      Yes                                          No

If yes, explain:

See attached memo.

Award Recommended to Lowest Responsible Bidder?                                          X                      Yes                                          No

If no, explain:

See attached memo.

**FISCAL IMPACT:**

Amount of Award: \$176,612.65 (Facility Fund 430.710.720.75420)

**BACKGROUND/RECOMMENDATION:**

See attached memo.

Has Recommended Bidder Worked for Village Previously                                          X                      Yes                                          No

If yes, was quality of work acceptable                                          X                      Yes                                          No

Was item bid in accordance with Public Act 85-1295?                                          Yes                      X                      No

Waiver of bids - Public Act 85-1295 does not apply                                          X                      Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_

Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_

Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



November 22, 2016

**TO:** Village President and Board of Trustees

**THROUGH:** Scott Niehaus, Village Manager

**FROM:** Carl S. Goldsmith, Director of Public Works *CJ*

**SUBJECT:** Police Department Indoor Shooting Range Improvements

**BACKGROUND**

The Lombard Police Department is required to have sworn personnel qualify using their service weapon on an annual basis. Part of the training for the sixty-eight (68) sworn personnel includes monthly training in the firing range, which is located in the basement of the Police Department located on the Village campus. The Police Department has operated the range since the buildings' construction in 1977. The current range trap system, which used a track system to move targets and a collection system for the bullets, is over 32 years old. Due to safety concerns over the current status of the system, the Police Department decommissioned the range in October 2016. The Village is currently using the ranges located at the Downers Grove Police Department and the Robert J. Miller Homeland Security Education Center (HEC) located at the College of DuPage. The Village has discussed the continued use of the range and the most effective replacement strategy for the facility.

The Village's Capital Improvement Plan has contained funding for the replacement of the existing range trap system since 2009, at which time the project was budgeted at \$49,000. The 2017-2026 CIP includes \$163,000 for the replacement of the target and bullet trap systems in 2018. At the time that the CIP was developed, it was anticipated that the current system would continue to be functional until 2018, at which time, the Village would proceed with the replacement. As stated earlier, due to the condition of the systems, the Police Department has been forced to cease the use of the facility. As a result of the decommissioning of the range, personnel from the Police Department and Public Works began to explore the options for repairing/replacing the range system.

Due to the specialized nature of the range trap design and installation, the Village solicited proposals from three (3) qualified firms that provide range trap systems. Prior to soliciting proposals, staff conducted an evaluation of the current ventilation systems to determine if enhancements with the air handling systems were necessary and should be included in the project. Based upon reports, the HVAC system is functional, but needs to be balanced following the completion of the project. The cost of the balancing is estimated to be \$1,750 and will be funded through the Facility Funds in 2017. Police Department and Public Works staff conducted on-site meetings with the firms to identify the goals and challenges associated with the project.

The Village of Lombard received three (3) proposals for the replacement of the range trap system. Two (2) of the proposals did not include a price for the demolition of the existing system. A separate quote for the demolition of the existing systems was received from a vendor that would be subcontracted by all three (3) of the contractors to perform the removal of the system. The three proposals for the construction of this project are below. Please note that the proposals are presented with the demolition and construction to provide a true comparison of overall costs for the project.

***Proposal Summary***

<b>Contractor</b>	<b>Material and Installation Cost</b>	<b>Demolition Cost</b>	<b>Total Project Cost</b>
<b>Action Target, Inc.</b> Box 636 Provo, UT 84603	\$162,600.00	\$17,370.00	\$179,970.00
<b>Shooting Range Industries, LLC</b> 3885 Rock Bottom Street N. Las Vegas, NV 89030	\$209,183.13	\$17,370.00	\$226,553.13
<b>Meggitt Training Systems, Inc.</b> 296 Brogdon Road Suwanee, GA 30024	\$176,612.65	\$0	\$176,612.65

The proposal from Meggitt Training Systems, Inc. is the lowest of the three proposals. Additionally, the proposal from Meggitt includes the installation of a running man system, which is a track mounted single target system that is a desired upgrade by the Lombard Police Department for enhanced training purposes. Meggitt was the contractor that installed the existing system and has performed maintenance and repairs on the system. The lead time for the delivery and installation of the system is between 90 and 120 days. It is anticipated that pending Village Board approval, the system will be installed in March 2017. The project will be managed by the Facilities Group in Public Works.

The 2018 CIP contains \$163,000 for the improvement. In order to expedite the rehabilitation of the range system and reduce the reliance and cost of training at a facility outside Lombard, staff is recommending proceeding with the project in 2017. There are sufficient funds available in the Facility Fund (430.710.720.75420) to cover the cost of the project. Attached are copies of the three (3) proposals for installation and the proposal for the demolition. A copy of the project sheet from the CIP has also been provided.

Please present this item to the Board of Trustees at the December 15, 2016 meeting for their approval.

**RECOMMENDATION**

Staff recommends that the Village President and Board of Trustees approve a resolution authorizing the Village Manager to execute a contract with Meggitt Training Systems, Inc. in an amount not to exceed \$176,612.65.



**Replace Range System (Bullet Trap System)**

Category Facility Improvements & Maintenance  
 Subcategory Police Station  
 Department Police

Total Project Cost: \$163,000

**Description**

The existing trap is approximately 32 years old, is no longer manufactured and parts are no longer available. The project will replace the existing Bullet Trap System with a new trap that has a life expectancy of 20 years.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Construction/Maintenance		\$3,000									163,000
<b>Total</b>		<b>\$3,000</b>									<b>163,000</b>
<b>Funding Sources</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	<b>Total</b>
Facility Fund		\$3,000									163,000
<b>Total</b>		<b>\$3,000</b>									<b>163,000</b>

**RESOLUTION**  
**R \_\_\_\_\_ 16**

**A RESOLUTION AUTHORIZING THE SIGNATURE OF**  
**THE VILLAGE MANAGER ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received a proposal from Meggitt Training Systems, Inc. for the purchase and installation of an indoor shooting range system, as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Ayes; \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Keith T. Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**



15 September 2016

Lombard Department of Police  
Attn: Deputy Chief Roy Newton  
235 East Wilson Ave.  
Lombard, IL 60148  
Tel: 630.873.4483  
newtonr@villageoflombard.org

MTSI Offer No.: MTS16USL7848 Rev 2  
Re: Indoor Shooting Range Project  
Offer Type: Open Market

Mr. Newton,

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of \$161,437.04 (One Hundred and Sixty-One Thousand, Four Hundred and Thirty-Seven US Dollars and Four Cents) for the products and services listed herein, furnished, and delivered F.O.B jobsite (Lombard, IL) in accordance with Incoterms® 2000. In addition to the offer price, you will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 90 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

Tracy Newton  
Sales Manager  
Meggitt Training Systems, Inc.  
Tel: 815.337.1376  
[tracy.newton@meggitt.com](mailto:tracy.newton@meggitt.com)

Prepared by:  
Kesha Winston  
Proposal Manager  
Meggitt Training Systems, Inc.

Accepted for: (Company) <b>VILLAGE OF LOMBARD</b>	Total Purchase Price: (Include Options where applicable) <b>\$176,612.65</b>
Authorized Signature:	Title: <b>VILLAGE MANAGER</b>
Print Name: <b>SCOTT NIEMUS</b>	Date: <b>12/16/16</b>



## Base Offer

All products and services offered herein are GSA or Open Market (OPN-MKT) Items as specified.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	LE7500-OT 8'	GranTrap® - 8' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. Actual Width = 19' 10"	20	LF
OPN-MKT	LE7500-OT 8' TRSP Rifle	GranTrap® ¼ "AR500 Sidewall plates. Set of 5 x 2 sidewalls.	1	SET
OPN-MKT	JR5C	Redirective Guard - Rifle 1/4" AR500. (2 Rows at 20° Angle)	160	SF
OPN-MKT	BWN (bwc-w)	Combat Walls - ¼" AR500 FTW, 1" SRP, Black (20' L X 8' H X 2 Walls)	320	SF
OPN-MKT	AAF	2" Acoustical Foam (85 Panels)	680	SF
OPN-MKT	AA2-OH	Stationary Personnel Target 360° Reactive Turning with Hit Sensing - Overhead Mounted	4	EA
OPN-MKT	RM10K-LE	Range Master™ Control Computer with Touch Screen and (1) Tablet Controller.	1	EA
OPN-MKT	UNISTRUT	Unistrut and Hardware - For Mounting Safety Ceiling Support.	20	LF
OPN-MKT	DEMO	Remove and Dispose of Bullet Trap, Target Systems, and existing Shooter's Booths  Note: Please provide MTSI with your Federal EPA Identification/USEPA Number upon placement of order.	1	LOT
OPN-MKT	SPPT-Full	Complete Unload, Installation, and Training  *Prevailing Wage Rates Included	1	LOT
OPN-MKT	MANUALS	Operations and Maintenance Manuals	1	LOT



GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	WRTY	12-Month Warranty	1	LOT
OPN-MKT	FRT-F.O.B.	Freight & Delivery shall be F.O.B. Jobsite (Lombard, IL) in accordance with Incoterms® 2000.	1	LOT
<b>Total Base Offer Price</b>			<b>\$161,437.04</b>	

## Complementary Inclusions

Also included at no additional charge is the MTSI Standard Eyes and Ears Package.

Package Includes:	Quantity
• Radians Revelation™ Shooting Glasses	4 Each
• Radians Competitor Hearing Protection (NRR 26 dB)	





Options

- All MTSI options include any additional Freight and Full Installation necessary.

**Option 1: Additional Redirective Ceiling Guards | Model JR5C (per row)**  
*-Please check the Option box, if you wish to purchase this option. Please indicate the number of additional rows needed.*

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	JR5C	Redirective Guard - Rifle ¼ " AR500. (1 Row at 20° Angle)	80	SF
<b>Option 1 Total Price</b> <i>In addition to the Total Base Offer Price</i>			<b>\$6,587.94</b>	

**Option 2: Target System | Model DP65V – Ceiling Mount**  
*-Please check the Option box, if you wish to purchase this option.*

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	DP65V-Ceiling Mount	Running Man System (Single Target) with Individual Controller and 18 feet of track.	1	EA
<b>Option 2 Total Price</b> <i>In addition to the Total Base Offer Price</i>			<b>\$8,587.67</b>	



## Important Notes & Assumptions

1. Full Install: Pricing assumes the MTSI Field Service Technician (FST) and labor crew will be onsite over two (2) trips. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond MTSI's control, additional charges will be assessed in the form of a change order.
2. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
3. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and MTSI scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that MTSI wants you to have a successful installation in a safe and timely manner.
4. MTSI FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
5. Any / all trademarks mentioned herein are the properties of their respective owners.
6. Eyes and Ears Package provided will be the MTSI standard commercial off the shelf (COTS) package. Please check with your MTSI Sales Representative for specific details on features included.
7. Any/All electrical needs and control wire conduit – By Owner. MTSI will illustrate what is needed on a submittal drawing.
8. Installation of the new ceiling panels will likely require some cutting of the range ceiling drywall to locate suspension anchors into the above precast concrete deck. Final patching, painting, etc... By Owner.



## Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that Meggitt Training Systems, Inc. enters into with you, your department or company.

Meggitt Training Systems, Inc.'s Terms and Conditions are not limited to those provided herein. MTSI Terms and Conditions and the enclosed offer take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to Meggitt's Standard Terms & Conditions which can be provided upon request. Please contact [MTSContracts@Meggitt.com](mailto:MTSContracts@Meggitt.com) to request a copy.

### Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortious act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

### Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that MTSI is the party experiencing the Excusable Delay, MTSI, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 30 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party."

Meggitt Training Systems, Inc.'s pricing excludes the following items unless specifically included as a line item at the end of this paragraph.



- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for MTSI's baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support MTSI equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. Meggitt Training Systems, Inc. will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of MTSI's equipment into the range area.
- F. Removal / disposal of existing equipment.
- G. Removal / disposal of lead or other hazardous waste.
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E, F, G**

MTSI will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- |            |          |                  |
|------------|----------|------------------|
| A. Taxes   | C. Fees  | E. Licenses      |
| B. Permits | D. Bonds | F. Other Charges |

Statutory items listed above that are specifically included with this offer: **NONE**

**IMPORTANT NOTE:** MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

MTSI does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

Any forthcoming contract between General Contractor and Meggitt Training Systems, Inc. is preferred to be of a typical AIA subcontract format. Any deviation from a typical AIA format must be mutually agreed upon in writing.

MTSI is a non-union manufacturer. MTSI will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:



Prevailing Wage Rates Included

Prevailing Wage Rates	
For the avoidance of doubt, MTSI asserts the following prevailing wage for work to be performed on site:	
Labor Category:	Laborer: Common or General
Rates:	\$73.38
Should the Prevailing Wage Rates required by the Buyer differ, MTSI reserves the right to revise the labor pricing accordingly and update the total base offer price.	

The payment amount included in the attached offer shall be payable to Meggitt Training Systems, Inc. as follows:

- Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

If MTSI is not authorized by the customer to commence work on the Project within 90 days from the date of the Contract and subject to the economic conditions of metals, MTSI shall be entitled to adjust its prices to account for increased costs to MTSI as a result of said delay.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of Meggitt Training Systems, Inc.

All drawings, specifications and other design documents prepared by Meggitt Training Systems, Inc. and its consultants in connection with the Project are the property of Meggitt Training Systems, Inc. Meggitt Training Systems, Inc. shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of Meggitt Training Systems, Inc.

\*Note 1: MTSI reserves the right to make modifications in the design of its products without prior notification.

\*Note 2: The Terms & Conditions listed herein are not all inclusive. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-dom-001rev4-9-11-2015] incorporated by reference herein shall apply. If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

Please submit signed proposal by email, fax, or mail to:		
<b>Email:</b> <a href="mailto:MTSContracts@Meggitt.com">MTSContracts@Meggitt.com</a>	<b>Fax:</b> 678.288.1515 Attn: Contracts Dept.	<b>Mail:</b> Meggitt Training Systems, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615

Record of Changes		
Revision No.	Date	Description
2	15 September 2016	Pricing Validation and Options Added



**BEST TECHNOLOGY SYSTEMS**

Quality Specialists in Bullet Trap  
and Shooting Range Maintenance

September 13, 2016

12024 S. Aero Drive  
Plainfield, IL 60585-8796  
P 815-254-9554 F 815-254-9558

www.btsranges.com  
E-Mail: mail@btsranges.com

MBE Contractor  
Asian Minority Owned Business

Deputy Chief Roy Newton  
Lombard Police Dept.  
235 East Wilson Ave  
Lombard IL 60148

RE: Bullet Trap Demolition  
Lombard Police Dept.  
BTL#: 16337

Dear Deputy Chief Newton:

The following are proposals for work to be performed on the Lombard Police Dept.'s 5 pt. Venetian Blind bullet trap.

**Proposal 1 (Bullet Trap Demolition-Basic Clean)**

This proposal is for the demolition of one 5 point Venetian Blind bullet trap. The scope of work is as follows:

- Set up a decontamination unit and regulate the work area.
- Remove, clean, and dispose of gum rubber curtains as general debris.
- Cut the target zone from each curtain and dispose of as lead contaminated hazardous waste.
- Empty collection trays.
- Supply containers and package the spent lead projectiles for recycling.
- Recycle spent lead projectiles.
- Disassemble, clean, and dispose of the bullet trap as a recyclable metal.
- Remove, clean, and dispose of the over-trap as a recyclable metal.
- Remove, clean, and dispose of side-wall deflectors as a recyclable metal.
- If any cutting is needed to disassemble the bullet trap, an additional charge of \$127.00 per hour will be added as a change order to the original contract price.
- **The owner will need to provide an area that is located near the entrance of the shooting range to temporarily store a 20 yard dumpster.**
- Remove, clean and dispose of one row of ceiling baffles closest to the bullet trap as recyclable metal.
- Dispose of the ceiling tiles from the baffles as lead contaminated hazardous waste.
- HEPA vacuum the shooting range floor.
- Wet-wipe all horizontal and vertical surfaces from the firing line to the back wall and from the bottom of the safety ceiling to the floor.
- HEPA vacuum the first 200 sq. ft. of floor outside the entrance to the shooting range.
- Properly package, label, and dispose in UN-DOT approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project. The waste will be disposed of in an EPA approved landfill with the proper manifesting. **Please provide Best Technology Systems, Inc. with your Federal EPA Identification/USEPA Number.**
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 1 will be: \$8,695.00

The range will be closed 4 day(s) for the work to be completed.

**Proposal 2 (Remove and Dispose of Target System – In Conjunction)**

This proposal is to remove and dispose of the target system in the shooting range. The scope of work is as follows:

- Remove, clean, and dispose of 5 lanes of target tracks, cross braces and target carriers as a recyclable metal.
- Remove, clean, and dispose of the target control panel in the control room as general debris.
- Properly package, label, and dispose of in UN-DOT approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 2 will be: \$1,990.00

Proposal 2 pricing is valid only if work is completed in conjunction with Proposal 1.

The range will be closed 1 day for the work to be completed.

**Proposal 3 (Remove and Dispose of Shooters Booths – In Conjunction)**

This proposal is to remove and dispose of 6 shooters booths from the shooting range. The scope of work is as follows:

- Remove, clean, and dispose of 6 shooters booths as a recyclable metal.
- Properly package, label, and dispose of in UN-DOT approved containers all cleaning supplies, and personal protective equipment as lead-contaminated hazardous waste created by this project.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 3 will be: \$2,325.00

Proposal 3 pricing is valid only if work is completed in conjunction with Proposal 1.

The range will be closed 1 day for the work to be completed.

**Proposal 4 (Remove and Dispose of Tiles from the Baffles – In Conjunction)**

This proposal is to remove and dispose of the tiles from the baffles in the shooting range. The scope of work is as follows:

- Remove, clean, and dispose of 40 tiles from 4 rows of baffles as lead contaminated hazardous waste.
- Properly package, label, and dispose of in UN-DOT approved containers all cleaning supplies, baffle tiles and personal protective equipment as lead-contaminated hazardous waste created by this project.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 4 will be: \$1,125.00

Proposal 4 pricing is valid only if work is completed in conjunction with Proposal 1.

The range will be closed 1/2 day for the work to be completed.

**Proposal 5 (Remove and Dispose of 1 Row of Baffles – In Conjunction)**

This proposal is to remove and dispose of 1 row ceiling baffles in the shooting range. The scope of work is as follows:

- Remove, clean, and dispose of 1 row of baffles closest to the bullet trap as a recyclable metal.
- Properly package, label, and dispose in UN-DOT approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 5 will be: \$570.00

Proposal 5 pricing is valid only if work is completed in conjunction with Proposal 1.

The range will be closed 1/2 day for the work to be completed.

**Proposal 6 (Wet Clean Range Floor in Preparation for Painting – In Conjunction)**

This proposal is to wet clean the shooting range floor to prepare it for painting. The scope of work is as follows:

- Wet clean the floor of the shooting range, 4 times.
- Properly package, label, and dispose in UN-DOT approved containers all contaminated waste water, cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 6 will be: \$2,665.00

Proposal 6 pricing is valid only if work is completed in conjunction with Proposal 1.

The range will be closed 1/2 day for the work to be completed.

With these proposals, you will receive the following:

1. Lead licensed supervisor and workers.
2. Both EPA and OSHA guidelines will be implemented.
3. Site specific OSHA compliance plan for range maintenance and waste management.
4. OSHA air monitoring will be analyzed by a third party laboratory.
5. BTS carries commercial general liability insurance of two million dollar limit per occurrence/two million dollar aggregate limit and a two million dollar umbrella policy. If a higher amount is requested, the cost increase will be billed to the client.
6. BTS and our subcontractors carry a one million dollar workman's compensation insurance policy. This does not include subrogation. Subrogation can be added at an additional cost.
7. A final documentation package will be sent once BTS receives air sampling and final payment. (Allow 2 or 3 months).
8. Contractor has over seventeen years servicing bullet traps and shooting ranges.
9. Contractor is a factory authorized service and parts distributor for Meggitt Training Systems, Inc.

**This quotation is null and void, if not accepted, in writing, and received by Best Technology Systems, Inc. within 90 days of the proposal date and services rendered by March 31, 2016.** Any modifications to this contract must be completed in writing and signed by both parties. Failure to properly modify will be considered a breach of contract.

Payment is due within 30 days of the date of the invoice. Late payments will be subject to a fee of 1 ½% per month. The client shall be liable for attorney and other costs incurred to collect our fees.



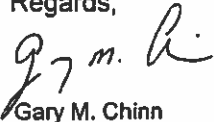
Deputy Chief Newton  
BTL 16337  
September 13, 2016  
Page Four

**If you choose to pay for this service with a credit card, a 3% processing fee will be added to the final invoice.**

If you have any questions or comments, please feel free to call me.

**Please sign and fax back the attached specification sheet to us at (815) 254-9558 with the proposal(s) of acceptance, or send to Best Technology Systems, Inc. a signed purchase order with the proposal(s) of acceptance.**

Regards,



Gary M. Chinn  
President

GMC/sf  
Attachment



**BEST TECHNOLOGY SYSTEMS**

Quality Specialists in Bullet Trap  
and Shooting Range Maintenance

12024 S. Aero Drive  
Plainfield, IL 60585-8796  
P 815-254-9554 F 815-254-9558

www.btsranges.com  
E-Mail: mail@btsranges.com

MBE Contractor  
Asian Minority Owned Business

## SPECIFICATIONS

### *FOR CONDUCTING CLEANING/MAINTENANCE WORK IN INDOOR FIRING RANGES CONTAMINATED WITH LEAD*

1. Contractor shall have established programs and if requested, shall submit prior to the start of work a copy of the following OSHA required, and other items:
  - Respiratory Protection Program endorsed by a Certified Industrial Hygienist
  - Medical Surveillance Program
  - Evidence of medical examinations for all workers, including a physician's statement indicating the employee is fit to conduct this type of work
  - Certificates of worker training
  - Reference list demonstrating at least 10 previous projects of similar scope and a minimum of five years' experience in this type of work.
  
2. Contractor is responsible for complying with the following regulations that govern shooting ranges:
 

29 CFR 1910.1025	State/Local Regulations that govern shooting ranges
29 CFR 1910.134	40 CFR Parts 261-265
  
3. Contractor shall provide Customer with commercial/general liability, workmen's compensation and no less than one million dollars in lead pollution liability coverage.
  
4. Contractor performing repair work, disassembly, re-assembly, alteration and/or return to service for the bullet trap shall be trained and authorized to perform such work by the original equipment manufacturer.

JOB NAME: Lombard Police Dept., IL BTL#: 16337

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
If multiple proposals, please state which proposal(s) you are accepting.

Proposal 1	_____	Proposal 4	_____
Proposal 2	_____	Proposal 5	_____
Proposal 3	_____	Proposal 6	_____

Federal EPA#: \_\_\_\_\_ Tax Exempt #: \_\_\_\_\_

Please fax or email a copy of your tax exempt letter with the expiration date, along with this signed acceptance sheet and/or with your purchase order to:

Mona Lopez, [mlopez@btsranges.com](mailto:mlopez@btsranges.com) or FX: 815-254-9558



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

## Lombard Police Dept

Quotation: 96314 By: Stephanie Thomas Printed: 2016-Sep-14

### Included Items:

- 1 **Indoor Shooting Range - Scope of Work Proposal** ..... 162,600.00
  - Based on dimensions of 20' x 110'
  - (5) 4-foot lanes
  - Rubber Berm Trap
  - 2 3/8" AR500 Baffle Rows for Bullet Deflection into the Trap
  - Fixed Lateral 360 Targets
  - PEPP Sound Abatement
  - Freight
  - Full Factory Installation including Prevailing Wage/Fringe Rates
  
- 1 **COMPLETE 5 LANE INDOOR RUBBER GRANULAR TRAP - 20' WIDE** ..... 0.00
  - Price includes galvanized steel deck, all legs and bracing, Class A fire-treated granular rubber over entire trap area for .223/.308 depth, trap fins to reduce flow, misc. parts, hardware, shipping, and factory installation.
  
- 1 **BALLISTIC CEILING BAFFLE SYSTEM FOR CONCRETE LID U.S. Patent #5822936** ..... 0.00
  - Two 4-foot rows of 3/8" AR500 baffles to provide ballistic closure into bullet trap.
  
- 1 **COMBAT WALLS** ..... 0.00
  - Price includes 3/8" AR500 steel, 2" Rubber Panels, fire-treated plywood and furring, and all attachment hardware for a coverage area of 28'x 8' on each side wall, and AR500 deflectors for front edge protection of the combat wall. Price also includes shipping and a full factory installation.
  
- 1 **COMPLETE MANCOM FIXED LATERAL TARGET SYSTEM (LFR3000)** ..... 0.00
  - Price includes (5) 360 degree turning targets with independent target control, (1) Freedom Wireless Master Control (touch screen), one (1) wireless remote, equipment, software and interfaces, power supply, misc. parts, hardware, shipping, and factory installation.

- 1 **SOUND ABSORBING WALL TREATMENT** ..... 0.00  
High level sound absorption panels. Tiles are light weight, washable, tack-able, and carry a class A fire rating. 2 inch PEPP panel coverage for rear wall behind the shooter to an 8' height, and 28' of each side wall to a 10' height (720 sq. ft.). Price includes sound wall panels, attachment hardware, shipping, and factory installation.
  
- 1 **FULL FACTORY INSTALLATION** ..... 0.00  
We will furnish an Action Target fully certified crew to install all prior stated equipment. Price DOES reflect mandatory Prevailing Wage Rates.
  
- 1 **Scope of Work Exclusions:** ..... 0.00
  - 1. Earthwork
  - 2. Concrete work
  - 3. Support structure for baffles and bullet trap
  - 4. Engineering stamps for all hanging points
  - 5. Electrical power, conduits, and hook ups
  - 6. Non-ballistic drop ceiling in range ready area (staging area)
  - 7. Range lighting
  - 8. Utilities
  - 9. Side wall and floor trenches for bullet trap
  - 10. Range ventilation system
  - 11. Finish work inside range (includes painting, floor sealing, signage)
  - 12. Off-loading materials at the job site if prior to the arrival of the ATI installation team
  - 13. Please see the comments section of this proposal for additional information regarding scope of work exclusions and others responsibilities

**Total**                    162,600.00

**Payment Terms:**  
Milestones Schedule

**Shipping Terms:**  
FOB Destination

**Installation Terms:**  
Factory 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.

**Comments:**

Proposal includes (1) pre-install site visit, all design and site specific drawings, shipping, and a full ATI factory installation.

**Payment terms are:**

- 25% with signed contract
- 25% payment upon submittal approvals
- 40% pre-shipment of equipment
- 10% upon job completion

**Important note:** Action Target is responsible for collecting sales or use tax in the following states: AL, AZ, CA, FL, GA, HI, IL, IN MN, IA, MS, NC, SD, TN, TX, UT, VA, WA. If work is to be performed in any of these states under a Purchase Order issued as a result of this proposal, any applicable sales or use tax will be added to the accepted proposal. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales or use tax value on any resulting purchase order.

The above terms and conditions are satisfactory and hereby accepted. In addition, buyer acknowledges he/she has read and understands the items the customer is required to provide, including a lead free work site. Any and all information and data contained herein is the property of Action Target Inc (ATI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

All product stated herein shall receive a 1-year warranty from the date of install completion and job sign-off.

Jonathan Ingalls  
Range Consultant  
1-801-705-9109  
jingalls@actiontarget.com  
www.actiontarget.com



8201 W 183<sup>rd</sup> St, Suite B  
Tinley Park, IL 60487  
Phone: 708-532-2449  
Fax: 708-429-2150  
Website: careyscentral.com

October 15, 2016

Lombard Police Department  
235 East Wilson Avenue  
Lombard, IL 60148

Attn.: Roy Newton

RE: Small Arms Range Survey and plan review

Roy,

Thanks for the opportunity to review the ventilation and general conditions of the range. Please see below for my site review comments.

**General Site Review:**

- ✓ Range Width – 20' wide.
- ✓ Air is supplied using a plenum wall (approximately 24" wide).
- ✓ There are five shooting positions.
- ✓ The floor drops 3" approximately 66" from the firing line.
- ✓ Safety ceiling is 8' at the firing line.
- ✓ Ceiling past the safety ceiling is at 10'.
- ✓ The outside air unit is heated and cooled and mixes with return air. The outside air unit is rated at 3,600 CFM.
- ✓ The return air unit is rated at 9,500 CFM.
- ✓ The exhaust is rated at 4,000 CFM.
- ✓ NIOSH suggested supply is 12,000 / CFM and exhaust / return is 13,200 CFM. This is based on an average velocity of 75 feet per minute. The design and actual air flow is very close to NIOSH suggested design.
- ✓ The range seemed slightly negative. It is difficult to get a good reading across a plenum wall.
- ✓ Firing line velocity profile is shown below:

Lane	1	2	3	4	5
5'	0	72	76	120	171
3'	61	39	93	0	99
1'	73	77	102	0	111

Average 72 FPM

## **Range Ventilation Standards:**

Carey's Heating & Air Conditioning, Inc. has designed and built hundreds of small arms range ventilation systems since 1995. There are three main purposes for properly ventilating a small arms range.

1. The primary purpose for the ventilation of an indoor firing range is to remove contaminants created during the firing of a weapon from the respiratory zone of the occupants. Exploding primers containing lead styphnate and friction from the lead slug against the gun barrel create airborne lead. There is also carbon monoxide as well as other contaminants created during the firing of a weapon.
2. The second and equally important reason for the properly designed and installed ventilation and control system is to keep the range at a negative pressure to the surrounding base building space. Contaminates created on a small arms range need to be contained in the range space. This will prevent the ingestion of contaminants as well as keeping the surfaces free of contaminants in non-range spaces of the base building.
3. The final purpose is to remove the smoke from the range for properly seeing the targets.

The following is a summary of the EPA, NIOSH and OSHA standards as they apply to small arms range ventilation:

### **EPA:**

**TITLE 40--PROTECTION OF ENVIRONMENT CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY PART 50--NATIONAL PRIMARY AND SECONDARY AMBIENT AIR QUALITY STANDARDS--Table of Contents Sec. 50.12 National primary and secondary ambient air quality standards for lead. National primary and secondary ambient air quality standards for lead and its compounds, measured as elemental lead by a reference method based on appendix G to this part, or by an equivalent method, are: 1.5 micrograms per cubic meter, maximum arithmetic mean averaged over a calendar quarter. (Secs. 109, 301(a) Clean Air Act as amended (42 U.S.C. 7409, 7601(a)))**

### **NIOSH and OSHA:**

Established by NIOSH, the performance intent for firing range ventilation systems shall meet all the requirements outlined as recommendations and design considerations in HEW publication no. (NIOSH) 76-130, dated December, 1975, entitled "Lead Exposure Design Considerations for Indoor Firing Ranges". This design standard prefers an air flow velocity of 75 feet per minute average on the empty range. This design has consistently provided for the compliance within the established federal standards for airborne inorganic lead concentration limits.

When properly executed, lead concentrations are consistently maintained below the action level of 30 micrograms per cubic meter (30ug/m<sup>3</sup>) in an area where the limit shall not exceed 50 micrograms of lead per cubic meter (50ug/m<sup>3</sup>) of air over a time weighted average of eight hours as measured at the respiration zone of the shooters and the range officer when firing from the firing booths per OSHA 29 CFR. 1910.1025 and 1926.62.

**Summary and Suggestions:**

The overall design and field conditions looked good. There is too much stored on range and we think this is adding to the balance issues at the firing line. We suggest that everything possible is removed from the range and that the air is re-read and balanced. The price for a re-balance would be \$1,750.00.

Please let me know if there are any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'WJ Provencher', written in a cursive style.

William J. Provencher, President - CEO  
Carey's Heating and Air Conditioning, Inc.





Shooting Range Industries LLC  
 3885 RockBottom Street  
 N Las Vegas, NV 89030  
 702-362-3623 x 405  
 Attn: Craig Mackey

**Lombard, IL. Police Dept.  
 5 pt. Indoor Range Renovation  
 11.09.16  
 SRI Quote #14-323C**

SRI Range Equipment Products

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
SRI_RT-24	24' Wide Rubber Bullet Trap with no rear access	1	\$ 32,737.90	\$ 32,737.90
Safety Baffles	2 additional rows of 3/8" safety baffles installed down range in front of bullet trap with plywood and BRT facing-12 plates total	1	\$ 12,458.12	\$ 12,458.12
Sidewall Armor	3/8" Armor plate installed down range from front of bullet trap back up range 20' with plywood and BRT facing	1	\$ 13,783.48	\$ 13,783.48
Shooting Stalls	Shooting Stalls complete with swing up counter-top and barricade	5	\$ 4,815.50	\$ 23,077.50
TRS-SRI-75-HR	Non-turning SRI Target Retrieval System, w/ 75' of track	5	\$ 4,335.00	\$ 21,675.00
Installation	Installation of the above range equipment after product is delivered and unloaded inside the range (mid range) prior to the arrival of SRI installation crew.	1	\$ 45,446.15	\$ 45,446.15
Drawing / NRE Fees	Drawing and Non-Recurring Engineering Fee	1	\$ 4,200.00	\$ 4,200.00
Freight Estimate	Freight from N Las Vegas, NV. USA to Lombard, IL. (1788 Miles)	1	\$ 4,980.00	\$ 4,980.00
<b>SRI Quote #14-323C CONFIGURATION TOTAL: \$</b>				<b>158,358.13 USD</b>
<b>Proposal #14-323C GRAND TOTAL: \$</b>				<b>168,358.13 USD</b>

**Option:**

ADV-SRI-75-HR	Advanced programmable 360° turning self-propelled Target Retrieval System, w/ 75' of track.	5	\$ 14,500.00	\$ 72,500.00
<i>(Note: Grand Total includes deduction of standard non-turning target system from above)</i>				<b>GRAND TOTAL w/ Option: \$ 209,183.13 USD</b>

**Note: Owner/Buyers Responsibilities:**

1. Range to be prepared for installation of the new range equipment by Best Technologies, Inc. or approved equal. After removal of existing equipment the range is to be thoroughly cleaned by a professional service licensed in clean-up and removal of lead in ranges. Inspection of such site preparations to be conducted by SRI representative before product is shipped from factory.
2. Owner/purchaser to provide 115v temporary power to the install are as well as common hand tools, ladders, dumpster and porta-toilets for use during installation.
3. Note: if project site is shut down by actions of others than that of SRI, an 'idle job fee' of \$1,850.00 for each calendar day that work cannot commence, will be assessed.
4. Unloading upon arrival and movement of equipment adjacent to the installation area is the owner/purchasers responsibility.
5. Dismantling, removal and disposal of existing range equipment as well de-leading of range area to be performed by others prior to the arrival of SRI crew for installation of the new equipment.



Shooting Range Industries LLC  
3885 RockBottom Street  
N. Las Vegas, NV 89030  
702-362-3623 x.405  
Attn: Craig Mackey

**Lombard, IL. Police Dept.  
5 pt. Indoor Range Renovation  
11.09.16  
SRI Quote #14-323C**

**The following Terms and Conditions apply to this quote:**

**1. Payment Terms -**

- Products and contracts require 50% down payment, 50% upon notification of shipment from factory
- If delivery is made in less than 160 to 210 days, 100% of the outstanding balance is due prior to delivery
- If the site preparation is not complete when shipment is scheduled a 30 day grace period will be allowed and storage costs may apply

**2. Taxes - Prices do not include tax.**

- Any tax that is required to be collected or paid is considered Purchaser's responsibility
- If Purchaser is exempt from such taxes, Purchaser agrees to provide an applicable exemption certificate.

**3. Delivery Schedules**

- System orders - 90 - 210 days ARO dependent upon size of the order.

**4. Shipping**

- CONUS shipping includes insurance to the point of delivery only Unloading upon arrival and movement of equipment adjacent to the installation area is the buyer/customers responsibility
- Shipping to OCONUS sites include the cost to ship to the nearest Port of Entry for that country.

**5. Acceptance**

- Modular Range orders - "Acceptance" shall be FOB Destination for all CONUS orders and FOB Origin for all OCONUS orders, unless there is a government/purchaser caused delay in the acceptance which will make the acceptance FOB Origin SRI Equipment/Systems acceptance shall typically be at the conclusion of the installation and shall be in accordance with test procedures specified in each order.

**6. Warranty- review warranty contract for full details**

- A factory warranty of 12 months from receipt or acceptance is included with all products. Strict adherence to the terms and conditions of SRI warranty documentation at the time of sale/acceptance will be enforced.

**7. Purchaser's Specifications**

- SRI disclaims any responsibility for any damage, injury, loss, cost or other expense or liability, or the inoperability of the system, other products or site preparations purchased from SRI that relates to or is caused by modification to the systems or other SRI products.

**8. Room Modifications**

- Where applicable, Purchaser is responsible for any and all site preparations required to meet product installation requirements/specifications. SRI hereby exclude all permitting and local code compliance. Any required Permits and adherence to code for the area is the owners/purchasers responsibility.

**9. Release of Liability**

- With the acceptance of this proposed quote the customer agrees to release SRI from all liabilities, causes of action claims and demands that arise in any misuse, ownership, possession, demonstration, testing, and/or operation of the purchased items

**10. Indemnification**

- Customer promises to indemnify, hold harmless, and defend SRI and applicable manufacturer against any and all claims including claims for the customers' own negligence.

**11. Validity**

- This quote is valid for 60 days for the date of issuance. Pricing and products will be revalidated upon request of the Buyer/Government Contracting Officer

Respectfully submitted,

Craig J Mackey

Vice President, U S Law Enforcement and Int'l Business Development  
Shooting Range Industries LLC