

ADDENDUM TO THE CONTRACT
Between
METALS TREATMENT TECHNOLOGIES, LLC AND
LARAMIE COUNTY SHOOTING SPORTS COMPLEX

THIS ADDENDUM is made and entered into by and between Laramie County, 13802 Bullseye Blvd., Cheyenne, Wyoming 82009 ("COUNTY") and Metals Treatment Technologies, LCC (CONTRACTOR), 14045 West 66th Ave., Arvada, Colorado 80004 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Firing Range Lead Maintenance Proposal (7 pages) and the General Conditions (4 pages) for the performance of lead maintenance services at the Laramie County Shooting Complex, all of which are incorporated into this Addendum as Attachment A.

II. TERM

This Addendum and Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete lead reclamation and other services described in Attachment A.

IV. MODIFICATIONS

- A. The first sentence of Section 10.0 of the General Conditions entitled "10.0 Termination" is modified to state as follows:

This Agreement may be terminated upon fifteen (15) days' written notice for County's convenience without regard to any fault or failure to perform by either party.

- B. The section of the General Conditions entitled "11.1 Payment Terms" is excluded, is of no force and effect, and is replaced with the following language:

CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with WYO.

STAT. § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Agreement.

- C. The section of the General Conditions entitled "13.1 Direct Dispute Resolution Effort" is excluded, is of no force and effect.
- D. The section of the General Conditions entitled "13.2 Mediation" is excluded, is of no force and effect.
- E. The section of the General Conditions entitled "13.3 Arbitration" is excluded, is of no force and effect.
- F. The second paragraph of Section 16.0 of the General Conditions entitled "16.0 Force Majeur" is excluded and is no force and effect and is replaced with the following:

Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond the control, and without the fault or negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

- G. The section of the General Conditions entitled "Section 18.0 Confidential Information and Technology" is modified to include the following language "County and Contractor shall comply with the provisions of the Wyoming Public Records Act and any other state or federal law as applicable to either party."
- H. The last two sentences of Section 23.0 of the General Conditions entitled "23.0 Entire Agreement" are excluded and are of no force and effect.

V. ADDITIONAL PROVISIONS

A. **Independent Contractor:** The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. **Entire Agreement:** Attachment A (11 pages) and this Addendum (6 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. **Assignment:** Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. **Modification:** This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

D. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

E. **Invalidity:** If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

F. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the U.S. District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

G. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

H. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

I. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. §

1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

J. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to this Agreement and Addendum.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

M. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

N. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

O. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and Attachment A, the provisions and conditions set forth in this Addendum shall control.

P. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO THE CONTRACT
Between
METALS TREATMENT TECHNOLOGIES, LLC AND
LARAMIE COUNTY SHOOTING SPORTS COMPLEX

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

Metals Treatment Technologies, LLC

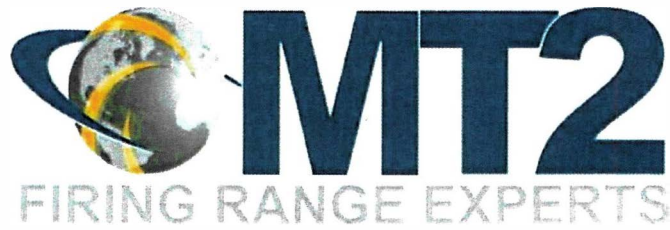
By: Michael Bulant
Authorized Signature

Date 06/14/2024

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Laramie County Attorney

Date 7-3-24



Proposal & Contract

Firing Range Lead Maintenance

Prepared for:

**Laramie County Shooting Sports Complex
13802 Bullseye Blvd.
Cheyenne, WY 82009
Keith Tast, Operations Manager
(307) 775-7484, ktast@laramiecounty.com**

Prepared by:

**Metals Treatment Technologies, LLC
14045 W 66th Avenue
Arvada, CO 80004
www.mt2.com
888-435-6645**

August 18, 2023

Statement of Confidentiality: Metals Treatment Technologies, LLC (MT2) has prepared this document for discussion purposes only. It is provided on a confidential basis. This document is the sole property of MT2 and must be returned upon demand. By accepting this document, the recipient agrees to keep confidential the information and concepts contained herein or made in connection with any further investigation of the Company. In addition, the recipient agrees not to reproduce this document in whole or in part without the prior written consent of MT2.



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1.0 PRICING

The purpose of this proposal is to provide lead reclamation services, removing economically recoverable lead from the one (1) bay, nineteen (19)-lane; indoor granulated rubber trap range.

1.1 PRICING: BASE SCOPE OF WORK

Select Services	Item	Qty	Unit	MT2 Pricing
<input checked="" type="checkbox"/>	Down Payment: Plans, Preparation, and Mobilization - Starting date based on mutually agreed upon schedule	1	Per Service	\$6,825
<input checked="" type="checkbox"/>	Lead Recovery/Recycling - One (1) bay, nineteen (19) lanes; indoor granulated rubber trap ▪ Range size, 25 yards - Bullet/bullet fragment removal from bullet trap(s) as deemed economically recoverable by onsite MT2 personnel, utilizing MT2-determined means and methods for separation; MAY include fines removal - Place recovered lead in MT2 specified containers and pallets, staged onsite for transport/recycling - Place processed granular rubber back onto the trap and groomed to a uniform depth across the trap - Load the containerized lead onto a licensed transport vehicle and have it delivered to an MT2-vetted recycling facility - Report on observed wear, damage or need for maintenance - Receive payment from the recycler ¹ , and supply necessary documentation to show appropriate recycling Range Cleaning - HEPA vacuum the range from the trap to the back wall; floors and walls (up to 8') - HEPA vacuum and wet wipe non-porous surfaces of the shooting partitions - HEPA Vacuum behind trap - Cleaning criterion is Free as Practicable	1	Per Service	\$12,300 ²
<input type="checkbox"/>	Client Managed Disposal - MT2 will stage bagged waste onsite for Client management and disposal - MT2 will <u>not</u> provide drum or cubic yard box for waste - Additional Options for Waste Disposal can be found in <i>Pricing: Waste Management & Disposal</i>	-	-	\$0
<input checked="" type="checkbox"/>	Service Report - Summary of performed onsite activities - Date(s) and timeframe in which the work was performed - Certificate of Recycling	-	-	No Additional Cost

¹ MT2 owns the recovered lead; MT2 will provide the Client 50% split of the net value of recycled lead. Net value is determined as the recycled value of the material less the same percent of the cost of containers, pallets, handling equipment, transport, and applicable taxes, to be used to offset project costs. MT2 does not guarantee the value or quantity of recovered lead. The actual value of recycled lead will be determined at the time of recycling

² MT2 pricing prior to Client lead recycle credit

1.2 PRICING: ADDITIONAL SCOPE OF WORK OPTIONS

Services to be performed in conjunction with Base Scope of Work.

Select Services	Item	Qty	Unit	Unit Rate	MT2 Pricing
<input type="checkbox"/>	"Full Pull" Lead Recovery/Recycling - MT2 personnel will remove <u>all</u> rubber from the trap for processing - Pricing & Scope is in addition to the service above	1	Per Service	\$11,600	\$11,000
<input type="checkbox"/>	Fines Collection - MT2 processing includes the recovery of small particulate "fines" consisting of degraded rubber, lead dust, and other materials such as paper, plastic, etc. The amount of material recovered can vary significantly from site to site, 80-90% removal will be achieved on processed material - Waste generated during onsite activities will be managed as detailed below under Waste Management & Disposal options	1	Per Service	\$8,000	\$8,000

1.3 PROJECT ASSUMPTIONS:

- Continuous work schedule, no interruptions to access, processing, or schedule
- Pricing assumes Range is accessible to MT2 equipment. This includes an access pathway from outside to the processing area, as needed, for hoses and/or cords.
- Equipment and lead loadouts are heavy, MT2 is not responsible for damage to landscaping, flooring, etc. while accessing the range
- Plans and Permitting. MT2 is responsible for, and pricing only includes: Work Plan & HASP
- MT2 pricing assumes work will be performed during normal work hours 0700 – 1700 Mon-Sat and excludes federal holidays; MT2 reserves the right to work up to 12 hours per day
- Bullet/bullet fragment separation will be performed utilizing MT2-determined means and methods for separation
- Free as Practicable per OSHA Guidelines - The supervisor's inspection will be performed with the intention of searching for surfaces where visible dust and debris remain after cleaning. Any areas where visible dust is seen will be recleaned; areas inspected where no visible dust is seen will be considered clean and complete. No sampling will be performed
- This proposal does not guarantee quantities of fines to be removed
- Pricing is based on fuel charges not exceeding \$6/gal on diesel and \$5/gal on gasoline based on the U.S. Energy Information Administration (USEIA) conglomerated "U.S." price

(<https://www.eia.gov/petroleum/gasdiesel/listed>). If the USEIA price of fuel is higher than these rates at time of service, MT2 reserves the right to negotiate a fuel surcharge

- Pricing does not include the management of live ammunition, only spent rounds. No live ammunition will be managed by MT2. If live ammunition is discovered, it will be left onsite for Client to manage
- Contract includes authorization for MT2 to sign waste disposal documentation (waste profiles, contracts to dispose and/or transport material, landfill certifications, manifests, and waste profile amendments) on behalf of the Client, to streamline the disposal process
- MT2 will review and approve final contract terms and other conditions
- MT2 pricing does not include Prevailing Wage or Service Contract Rates
- MT2 pricing does not include any liquidated damages, bonding, or retention
- Pricing is valid for 90 days from date of this proposal
- MT2 shall not be responsible for nor have any liability for any damages, injuries or hazards derived from the shooting range operations or from the act of shooting at the shooting range to include but not be limited to bullet or fragment ricochets, or for bullets or shot leaving range containment
- Pricing assumes site conditions are within general industry standards. MT2 services include assessing the site and noting existing conditions. Noted conditions outside of those defined in this contract or within general industry standards will be considered "changed conditions" and must be addressed prior to MT2 performance of services. Addressing changed conditions includes MT2 notification to Client of changed conditions and agreement by Client and MT2 of additional charges to address the changed conditions. If an agreement between MT2 and Client cannot be reached, MT2 reserves the right to cancel the services and charge a demobilization/cancellation fee of \$7,500

1.4 OWNER RESPONSIBILITIES:

- Owner to provide sufficient access information, including drawings, photos, and/or sketches
- Remaining balance (project cost minus upfront mobilization payment, minus applicable recycling credit) due to MT2 within 30 days of Client receipt of MT2 invoice (Net 30 days). Invoice will be submitted to Client along with Lead Recycling Certificate(s) (if applicable), as well as other project documentation (if applicable). Client agrees to pay MT2 an additional 1.5% per month on the account and all collection fees for any past due amount owed MT2
- **Range ventilation system(s) will be active during the service**
- Client will provide access to power, water (hot and cold), heat, and light, and allow access to bathroom facilities and shower facilities (if available)



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1.5 PRICING: WASTE MANAGEMENT & DISPOSAL

Options: MT2 offers multiple choices for managing and disposing of lead contaminated hazardous waste.

	Item	Qty / Unit	MT2 Pricing
Exclusive Lead-Contaminated Waste Treatment MT2 utilizes our exclusive patented and proprietary ECOBOND® technology to treat lead-impacted waste during lead maintenance projects to eliminate/reduce the amount of hazardous waste generated during MT2 onsite activities			
<input checked="" type="checkbox"/>	Treatment of Range Waste <ul style="list-style-type: none">Chemically treat range waste with ECOBOND® to meet US EPA Resource Conservation and Recovery Act (RCRA) hazardous lead Toxicity Characteristic Leaching Procedure (TCLP) requirement of less than 5.0 mg/LMT2 will take a five-point composite sample from stabilized materials. Samples will be sent to a certified laboratory for lead TCLP analysis\$500 per CY for additional quantities	Up to 2 CY	\$1,000
Waste Management & Disposal			
<input checked="" type="checkbox"/>	Waste Characterization and Profiling <ul style="list-style-type: none">Required for Options 1 & 2Manage waste characterization and submit waste profile with an appropriate disposal facilityUpon receipt of profile approval, MT2 will manage waste transportation to designated disposal facility	1	\$200
<input checked="" type="checkbox"/>	Option 1 – Non-Hazardous Waste Management and Disposal <ul style="list-style-type: none"><u>Available for Treated Waste Only (see above)</u>Place lead impacted solid waste into appropriate DOT-approved container(s)Properly label waste containers and stage onsite for eventual transportation and disposalNon-hazardous waste manifests will be used to document proper transportation and disposal of the wasteClient is the generator of the waste from the facilityNote: Due to waste characterization & profile approval process, non-hazardous disposal requires additional time for waste to be staged onsite; 6-8 weeksPricing assumes Client will perform waste loadout, if applicable	TBD Per 1 CY	Cost of Container(s), Transport & Disposal, + 20% (Est. \$2,832 per CY)
<input type="checkbox"/>	Option 2 - RCRA Hazardous Waste Management and Disposal <ul style="list-style-type: none"><u>Client will obtain and provide EPA ID prior to mobilization</u>Place lead impacted solid waste into appropriate DOT-approved container(s)Properly label hazardous waste containers and stage onsite for eventual transportation and disposalHazardous waste manifests will be used to document proper transportation and disposal of the wasteClient is the generator of the waste from the facilityPricing assumes Client will perform waste loadout, if applicable	TBD Per 1 CY	Cost of Container(s), Transport & Disposal, + 20% (Est. \$2,904 per CY)

Generator: Range Owner is the generator for all wastes derived from the services being performed

Disposal requires Owner authorization and signature on documentation (waste profiles, contracts to dispose and/or transport material, landfill certifications, manifests, and waste profile amendments)



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Note: For quantities greater than 5 CY's, reduced costs at bulk rates often apply. MT2 will work with the Client and vendors to reduce overall project costs.

1.6 WASTE ASSUMPTIONS:

- Client will manage loadout of waste; if requested, MT2 can revisit site (for a fee) to loadout
- Contract includes authorization for MT2 to sign waste disposal documentation (waste profiles, contracts to dispose and/or transport material, landfill certifications, manifests and waste profile amendments) on behalf of the Client, to streamline the disposal process
- Treatment does not include DCU filters or DCU dust

1.7 PROJECT SCHEDULE:

Starting date is based on MT2's schedule.

MT2 anticipates starting onsite as early as second quarter 2023. MT2 will work with Client to best obtain a mutually agreed upon date, but if work is required to be performed at specific dates and/or times not pre-approved by MT2, additional fees may apply. Schedule will be confirmed with the Client at least two weeks prior to MT2 mobilization

1.8 CONTRACTING

Contract Term: Term upon signature below is for 12 months. Client agrees not to allow other entity or person(s) to perform same or similar tasks during this Term. Services to be performed, at minimum, one time per annual year; but can be performed multiple times during the contract Term at the rate in this proposal. The initial Term of this Agreement begins on the date of both parties' signature.

Contractor: Metals Treatment Technologies, LLC

Signature: Michael Burkett
Michael Burkett, Executive Vice President

06/14/2024
Date

Client: _____

Signature: _____

Date

(Print Name / Title)

1.0 RESPONSIBILITY

Contractor shall perform the work with diligence, in accordance with good construction practices and in accordance with the drawings, specifications, procedures, and other requirements of this Agreement. Contractor shall furnish all supervision, labor, facilities, storage, equipment, materials, supplies, and services necessary to perform the work unless otherwise specified in the Project Offer. Contractor shall be solely responsible for payment of all insurance premiums required hereunder. The cost of all wages, salaries, tools, supplies, parts, machinery, equipment, and expenses of whatever nature or description arising out of this Agreement are to be borne by Contractor.

Contact pricing assumes site conditions are within general industry standards. MT2 services include assessing the site and noting existing conditions. Noted conditions outside of those defined in this contract or within general industry standards will be considered "changed conditions" and must be addressed prior to MT2 performance of services. Addressing changed conditions includes MT2 notification to Client of changed conditions and agreement by Client and MT2 of additional charges to address the changed conditions. If an agreement between MT2 and Client cannot be reached, MT2 reserves the right to cancel the services and charge a demobilization/cancellation fee of \$7,500.

2.0 INDEPENDENT CONTRACTOR

Contractor shall perform the work as an independent contractor with exclusive control of the methodology and means of performing the work. Contractor has no authority to act or make any agreements or representation on behalf of Customer, unless expressly authorized in writing, and this Agreement shall not be construed as creating, between Customer and Contractor, the relationship of Principal and Agent, Joint Ventures, Co-Partners or any other such relationship, the existence of which is hereby expressly denied.

3.0 EXAMINATION OF JOBSITE

Contractor warrants that it has examined the jobsite and has satisfied itself as to the nature and location of the work, the general and local condition, and ground conditions at the jobsite.

4.0 SUPERVISION BY CONTRACTOR

Contractor shall retain at the jobsite a competent manager who shall represent Contractor and who shall have full and complete authority to act in behalf of Contractor.

5.0 INDEMNITY

Contractor shall indemnify and hold Customer harmless and assume the defense for losses, damages, settlements, costs, charges or other expenses or liabilities arising out of or relating to liabilities, losses, liens, demands, obligations, actions, proceedings, or causes of action arising out of any actual: 1) failure of Contractor to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body; 2) improper, sub-standard, inadequate, willful or negligent performance of this Agreement.

6.0 SCHEDULES

Contractor shall execute the work diligently with sufficient numbers of qualified personnel, equipment, materials, and supplies to accomplish the work. Any special working hours will be subject to prior approval of Customer

7.0 TERM

This Agreement is valid for 12 months from the date the Contract Agreement Form is signed by both Parties.

8.0 SAFETY AND CLEANUP

Contractor shall be responsible for the health and safety of its employees while present at the jobsite. Contractor shall comply with all applicable laws, rules and other regulations relating to safety, including but not limited to those set forth in the Occupational Health and Safety Acts (OSHA). Contractor shall keep the premises and vicinity of the work clean of debris and rubbish.

9.0 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign or further subcontract any portion of the work to be performed under this Agreement unless specified in Contractor's proposal scope of work, without Customer's prior written consent. Contractor shall include these general conditions as part of its subcontract agreement when applicable. Any subcontracting shall not relieve the Contractor of its duties and obligations under this contract.

10.0 TERMINATION

This Agreement may be terminated upon seven (7) days' written notice for Customer's convenience without regard to any fault or failure to perform by any party. If within five (5) days written notice by Customer to Contractor specifying any deficiency in the work, the promptness with which it is being performed, Contractor has not commenced to correct and within a reasonable time corrected such deficiency to the satisfaction of Customer; or if Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, Customer may terminate the Agreement.

If work of Contractor is suspended or terminated by Customer for whatever reason, Contractor will be paid for the work actually completed and for costs incurred for partially performing and closing out work not completed.

Contractor may terminate this Agreement upon seven (7) days written notice to Customer without regard to any fault or failure to perform by any party.

11.0 PAYMENT TERMS AND CONDITIONS**11.1 Payment Terms**

Upfront payment, if required, prior to Contractor mobilization as specified in Contract Agreement Form. Progress and/or Final Payment(s) due to Contractor Net 30 days upon Customer receipt of monthly Contractor invoice, or as otherwise specified in Contract Agreement Form. If Customer payment is late, Customer agrees to pay Contractor an additional 1.5% per month on the account and all collection fees for any past due amount owed to Contractor.

11.2 Changes to the Work

Customer may in its absolute discretion restrict, modify, or extend the obligations of Contractor under this Agreement and to the extent that Customer's direction results in increasing or decreasing the scope of Contractor's Services under this agreement, the compensation paid to Contractor will be equitably adjusted by Customer based upon mutual agreement with Contractor.

12.0 RECORDS AND ACCOUNTS

Contractor will maintain good accounting and personnel records reflecting performance of the work and shall preserve such records for a period of three (3) years after completion and acceptance of the project as a whole.

13.0 DISPUTES**13.1 Direct Dispute Resolution Effort**

In the event of a question, claim, or dispute between the Contractor and Customer (the Parties) arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, such question, claim, or dispute shall be settled by mutual agreement between the Parties. The Parties shall attempt in good faith to resolve through negotiation any claim, dispute, controversy, or counterclaim arising out of or relating to this Agreement. Either Party may initiate dispute negotiations by providing written notice in letter form to the other Party, setting forth the nature of the dispute and the relief requested. The recipient of such notice shall respond within five (5) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority shall meet at a mutually agreeable time and place within ten (10) business days from the date of the initial notice (unless otherwise mutually agreed between the Parties) to exchange relevant information and perspectives, and to attempt to resolve the dispute. If agreement between the Parties cannot be reached within 15 calendar days from date of initial written notice, either Party may file for mediation.

13.2 Mediation

All claims, disputes and other matters in question arising out of or related to this Agreement remaining after the 15-day Direct Dispute Resolution Effort shall be subject to 30-day mediation period (unless otherwise mutually agreed between the Parties) as a condition precedent to arbitration. Customer and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing no sooner than 30 days after written dispute notification between the parties. The parties shall share the mediator's fee and filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13.3 Arbitration

Subject to the condition precedent set forth in Mediation (above) of this Agreement, all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and shall be initiated upon written notice by either party. The arbitration shall not exceed 60 days unless extended by mutual agreement between the Parties. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

13.4 Non-Disparagement:

Within 60 days after first notification of an issue or dispute to the other party, to allow for reasonable resolution, both parties agree to refrain from any and all conduct, verbal or otherwise, including without limitation any postings on the internet or social media, that disparages, demeans or damages the reputation, goodwill, or standing of the other party. The foregoing restrictions will not apply to any statements that are made truthfully in response to a subpoena or other compulsory legal process. This provision is necessary to ensure fair and honest feedback and to prevent the publishing of libelous or slanderous content in any form and in any forum

14.0 WORKMEN AND EMPLOYMENT PRACTICES

Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, or for any reason prohibited by law.

15.0 INSURANCE

Contractor shall provide insurance for the benefit of Contractor and Customer with minimum coverage's and limits as follows:

(a) Workers Compensation and Employers Liability	\$1,000,000
(b) Automobile Liability	\$1,000,000
(c) Commercial General Liability (General Aggregate)	\$2,000,000
(d) Pollution and Professional Liability (Aggregate)	\$2,000,000
(e) Umbrella Liability (Excess Liability)	\$8,000,000

Notes: General Liability: Covering bodily injury and property damage, and including contractual liability, independent contractors, products/complete operations, broad form property form property damage and hazards. Automobile Liability: Covering owned, non-owned and hired automobiles, for Bodily Injury and Property Damage. Umbrella Liability: Covering Automobile, General and Pollution Liability, and Employers Liability.

16.0 FORCE MAJEURE

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Contractor to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, Contractor shall be equitably compensated for additional expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Contractor may, in its sole discretion, upon seven (7) days prior written notice, terminate this Agreement. In the case of such termination, in addition to the compensation and time extension set forth above, Contractor shall be compensated for all reasonable termination expenses.

17.0 LAWS

This Agreement shall be construed and governed by laws of the state in which the project is located. Contractor shall comply with laws, statutes, ordinances, rules and regulations of any governmental entity having jurisdiction over the work.

18.0 CONFIDENTIAL INFORMATION AND TECHNOLOGY

Processes and techniques used by Contractor are considered proprietary and confidential technologies belonging exclusively to Contractor. The Customer acknowledges this statement and agrees not to copy, adapt or re-engineer the processes and techniques of lead recovery developed and used by Contractor for the Customer own use. The Customer also agrees not to commercialize and/or market the processes and techniques developed by Contractor to provide lead recovery services to other clubs, organizations or businesses involved with shooting ranges. Customer may not capture Contractor's equipment, processes, or techniques (whether electronic or film) without explicit approval by the Contractor. Dissemination of photos or videos without Contractor written approval is prohibited. Any requests should be submitted in writing to: Metals Treatment Technologies, LLC; 14045 W 66th Avenue, Arvada, CO 80004.

Initial: _____

19.0 NOTICES

All notices required or permitted under this Agreement shall either be personally delivered or placed in the United States mail, first class postage prepaid, and shall be deemed received upon the earlier of the date of actual receipt or forty-eight (48) hours after being placed in the United States mail. Such notices shall be sent to the parties at the addresses stated below:

Metals Treatment Technologies, LLC
14045 West 66th Avenue
Arvada, CO 80004
Attn: Mr. Michael Burkett, Vice President

20.0 ENTIRE AGREEMENT

No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. There are no promises, agreements, conditions, undertakings, warranties, and representations, written or oral, express or implied, between the parties hereto other than as set forth herein. This Agreement is an integration of all prior and contemporaneous promises, agreements, conditions, undertakings, warranties, and representations between the parties hereto.