

**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 66<sup>th</sup> Ave., Arvada, Colorado 80004 (hereinafter, "CONTRACTOR").

**I. PURPOSE**

The purpose of this Addendum is to modify the Firing Range Lead Maintenance Proposal (7 pages), Contract Agreement Form (1 page), 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 section titled "Terms of Payment" in the Project Contract 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.

- B. The first sentence in Section 10.0 titled "Termination" under General Conditions 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.

- C. Section 13.0 “Disputes” under General Conditions and subsections 13.1 on “Direct Dispute Resolution,” 13.2 on “Mediation,” and 13.3 on “Arbitration” are excluded and of no force and effect.
- D. The second ¶ of Section 16.0 “Force Majeur” under General Conditions 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.
- E. Section 18.0 “Confidential Information and Technology” under General Conditions, is modified to include language to the effect that “County and Contractor shall comply with the Public Records Act and any other state or federal law as applicable to either party.”
- F. The last two sentences of Section 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 (12 pages) and this Addendum (5 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 Federal 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 the 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.

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Gunnar Malm, Chairman, Laramie County Commissioners


Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Date \_\_\_\_\_

Metals Treatment Technologies, LLC

By:  \_\_\_\_\_  
Authorized Signature: James M Barthel, CEO

Date 5/11/2020

REVIEWED AND APPROVED AS TO FORM ONLY

By:  \_\_\_\_\_  
Gladys Ayokosok, Deputy Laramie County Attorney

Date 5/15/20



# Contract Agreement Form

Date:	March 11, 2020	Client	Laramie County Shooting Sports Complex
Job Number	TBD	Contact	Keith Tast, 307-775-7484, ktast@laramiecounty.com
Prevailing Wage	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Location	13802 Bullseye Blvd, Cheyenne, WY 82009
Contractor	Metals Treatment Technologies, LLC (MT2) 14045 West 66 <sup>th</sup> Avenue Arvada, Colorado 80004	THE CONTRACT TERMS APPEARING BELOW TOGETHER WITH THE GENERAL CONDITIONS ON THE FOLLOWING PAGES (1-4) AND ATTACHMENTS HERE TO FORM THE SOLE PROVISIONS OF THE ENTIRE AGREEMENT.	

## CONTRACT TERMS

**Description of the Work** Perform lead maintenance services as outlined in Attachment A: MT2 Proposal

**Drawings and Specifications** None

**Contract Term** Term upon signature below is for 24 months. Client agrees to provide MT2 with first bid opportunity on subsequent servicing during this term.

**Time of Performance** Starting date based on MT2's schedule, as early as first quarter 2020. MT2 will work with client to best obtain a mutually agreed upon date, but if work is requested to be performed at specific dates and/or times, additional fees may apply.

**Price** Check boxes for selected services; service selections and/or changes must be made at least two weeks prior to MT2 mobilization. A 5% discount will be offered on follow up service(s) during the contract term.

Service Selections	Item	Qty	Unit	Unit Rate	MT2 Pricing
<input checked="" type="checkbox"/>	<b>Plans, Preparation, and Mobilization</b> <b>Lead Recovery/Recycling</b> <ul style="list-style-type: none"> <li>One (1) bay, 19 lanes</li> <li>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</li> <li>Baffle (Rubber Facing) above the rubber berm need to be fixed (weight of the rounds is pulling it down). Remove lead from face and make sure it's secured</li> <li>Place recovered lead in MT2 specified containers and pallets, staged onsite for transport/recycling</li> <li>Place processed granular rubber back onto the trap and groomed to a uniform depth across the trap</li> <li>Load the containerized lead onto a licensed transport vehicle and have it delivered to an MT2-vetted recycling facility</li> <li>Report on observed wear, damage or need for maintenance</li> <li>Receive payment from the recycler<sup>1/</sup>, and supply necessary documentation to show appropriate recycling</li> <li>Upon completion of lead recovery/recycling activities, MT2 will HEPA vacuum the work area</li> <li>Waste generated during onsite activities will be managed as detailed below under Waste Management &amp; Disposal options</li> <li>Client is the generator of the waste from the facility</li> </ul> <b>Service Report</b> <ul style="list-style-type: none"> <li>Summary of performed onsite activities</li> <li>Date(s) and timeframe in which the work was performed</li> <li>Certificate of Recycling</li> </ul>	1	Lump Sum	\$10,000 <sup>2/</sup>	\$10,000 <sup>2/</sup>
<b>Waste Management &amp; Disposal Options</b>					
<input type="checkbox"/>	<b>Option 1 - Treatment of Range Waste and Disposal as Non-Hazardous</b> <ul style="list-style-type: none"> <li>Client is the generator of the waste from the facility</li> <li>Waste will be treated, sampled &amp; profiled for disposal at a local non-haz facility. Non-hazardous waste manifests will be used to document proper transportation and disposal of the waste</li> </ul>	Up to 1 CY	Per Cubic Yard (CY)	\$500 Per CY	Est. \$500
<input type="checkbox"/>	<b>Option 2 - RCRA Hazardous Waste Management and Disposal</b> <ul style="list-style-type: none"> <li>Client is the generator of the waste from the facility</li> <li>Waste will be properly DOT packaged &amp; profiled for disposal at an approved hazardous waste landfill. Hazardous waste manifests will be used to document proper transportation and disposal of the waste</li> </ul>	TBD	TBD	Cost + 20%	TBD
<input type="checkbox"/>	<b>Option 3 - Client Managed Disposal</b> <ul style="list-style-type: none"> <li>MT2 will stage bagged waste onsite for Client management and disposal</li> <li>MT2 will not provide drum or cubic yard box for waste</li> </ul>	-	-	\$0	\$0

<sup>1/</sup> 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

<sup>2/</sup> MT2 pricing prior to Client lead recycle credit

**Pricing Assumptions** are outlined in Attachment A: MT2 Proposal

**Terms of Payment:** Client will provide upfront payment of \$3,500 prior to MT2 mobilization. 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

**Address for Correspondence/Notices** See above

Attachments (as checked)	<input checked="" type="checkbox"/> General Conditions (Pages 1-4)	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Attachment A: MT2 Proposal dated 9/18/2019	<input type="checkbox"/>
Contractor:	Metals Treatment Technologies, LLC	Client: Laramie County Shooting Sports Complex
Signature		Signature
Date	5/11/2020	Date



## 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.

## 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 24 months from the date the Contract Agreement Form is signed by both Parties. This Agreement may be extended upon mutual agreement by Contractor and Customer to allow for optional continued services for up to three (3) years. Should the Customer no longer need this service or not have appropriated funds, this Agreement can be terminated.

## 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 due to a material contract breach or due to failure of Customer to provide payment to Contractor as specified.

**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

16.0 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

17.0 Notes: General Liability: Covering bodily injury and property damage, and including contractual liability, independent contractors, products/completed 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.

## 18.0 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.

## 19.0 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.

## 20.0 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 66<sup>th</sup> Avenue, Arvada, CO 80004.



## 21.0 WORKMEN AND EMPLOYMENT PRACTICES

Subcontractor 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 and Subcontractor shall comply with Executive Order 11246, or any amendment, replacement or counterpart thereof.

## 22.0 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 66<sup>th</sup> Avenue  
Arvada, CO 80004  
Attn: Mr. James M. Barthel, President/CEO

## 23.0 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.

## **ATTACHMENT A: MT2 PROPOSAL**



**PROPOSAL:**

**FIRING RANGE LEAD MAINTENANCE**

**PREPARED FOR:**

**LARAMIE COUNTY SHOOTING SPORTS COMPLEX  
13802 BULLSEYE BLVD  
CHEYENNE, WY 82009  
KEITH TAST, MANAGER  
(307) 775-7484, KTA@LARAMIECOUNTY.COM**

**SUBMITTED BY:**

**METALS TREATMENT TECHNOLOGIES, LLC  
14045 W 66TH AVE  
ARVADA, CO 80004  
303-456-6977 888-435-6645  
WWW.MT2.COM**

**SEPTEMBER 18, 2019**

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## 1.0 COST CONSIDERATIONS

The purpose of this proposal is to provide lead reclamation services, removing economically recoverable lead from the 19-lane granulated rubber trap range.

### 1.1 Contract Value

Below outlines the potential lead credit<sup>1/</sup> for the range, based on information provided to MT2. This estimate considers factors such as records of prior lead recovery efforts as well as the range's estimate of lead at the site and is based on the current 90-day average of \$0.55 per pound of bullet lead.

- 39,000 pounds recovered = \$9,520
- 44,000 pounds recovered = \$10,780
- 49,000 pounds recovered = \$12,050

### 1.2 Pricing

Item	Qty	Unit	Unit Rate	MT2 Pricing
<b>Plans, Preparation, and Mobilization</b> <b>Lead Recovery/Recycling</b> <ul style="list-style-type: none"> <li>– One (1) bay, 19 lanes</li> <li>– 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</li> <li>– Baffle (Rubber Facing) above the rubber berm need to be fixed (weight of the rounds is pulling it down). Remove lead from face and make sure it's secured</li> <li>– Place recovered lead in MT2 specified containers and pallets, staged onsite for transport/recycling</li> <li>– Place processed granular rubber back onto the trap and groomed to a uniform depth across the trap</li> <li>– Load the containerized lead onto a licensed transport vehicle and have it delivered to an MT2-vetted recycling facility</li> <li>– Report on observed wear, damage or need for maintenance</li> <li>– Receive payment from the recycler<sup>1/</sup>, and supply necessary documentation to show appropriate recycling</li> <li>– Upon completion of lead recovery/recycling activities, MT2 will HEPA vacuum the work area</li> <li>– Waste generated during onsite activities will be managed as detailed below under Waste Management &amp; Disposal options</li> <li>– Client is the generator of the waste from the facility</li> </ul> <b>Service Report</b> <ul style="list-style-type: none"> <li>– Summary of performed onsite activities</li> <li>– Date(s) and timeframe in which the work was performed</li> <li>– Certificate of Recycling</li> </ul>	1	Lump Sum	\$10,000 <sup>2/</sup>	\$10,000 <sup>2/</sup>

<sup>1/</sup> **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

<sup>2/</sup> MT2 pricing prior to Client lead recycle credit





MT2 offers three choices for managing and disposing of lead contaminated hazardous waste:

Item	Qty	Unit	Unit Rate	MT2 Pricing
<b>Option 1 - <u>Treatment</u> of Range Waste and Disposal as Non-Hazardous</b> <ul style="list-style-type: none"> <li>Utilize MT2 ECOBOND to stabilize range waste prior to disposal</li> <li>MT2 will take a five-point composite sample from stabilized materials. Samples will be sent to a certified laboratory for lead TCLP analysis</li> <li>Containerize material in MT2-provided container(s), coordinate the transportation, and disposal of waste materials in an approved manner</li> <li>Non-hazardous waste manifests will be used to document proper transportation and disposal of the waste</li> <li>Client is the generator of the waste from the facility</li> </ul>	Up to 1 CY	Per Cubic Yard (CY)	\$500 Per CY	Est. \$500
<b>Option 2 - RCRA Hazardous Waste Management and Disposal</b> <ul style="list-style-type: none"> <li>Place lead impacted solid waste into DOT-approved, hazardous waste transportable container(s)</li> <li>Provide filled hazardous waste containers at generation to the Client for their staging and proper management at the range, pending transportation and disposal</li> <li>Provide hazardous waste profiling and manifesting support services</li> <li>Waste will be properly DOT packaged &amp; profiled for disposal at an approved hazardous waste landfill</li> <li>Coordinate transportation and disposal of the Client's hazardous waste</li> <li>Hazardous waste manifests will be used to document proper transportation and disposal of the waste</li> <li>Client is the generator of the waste from the facility</li> </ul>	TBD	TBD	Cost + 20%	TBD
<b>Option 3 - Client Managed Disposal</b> <ul style="list-style-type: none"> <li>MT2 will stage bagged waste onsite for Client management and disposal</li> <li>MT2 will <u>not</u> provide drum or cubic yard box for waste</li> </ul>	-	-	\$0	\$0

### 1.3 **Project Schedule:**

**Starting date is based on MT2's schedule.**

MT2 anticipates starting onsite as early as third quarter 2019. 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.

### 1.4 **Pricing Assumptions:**

- MT2 will be provided upfront payment of \$3,500 prior to MT2 mobilization. Balance of Payment (Payment minus mobilization payment, minus applicable recycling credit) due to MT2 within 30 days of Client receipt of MT2 invoice (Net 30 days). Balance of payment 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
- Continuous work schedule, no interruptions to process schedule



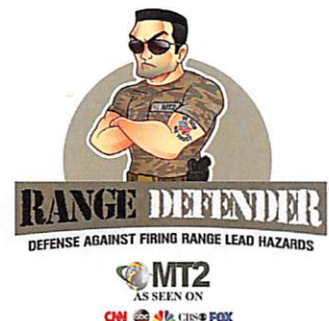
- Range ventilation system(s) will be active during the service. MT2 may provide negative air machines (NAMS) to reduce lead dust generated during lead recovery activities
- Pricing assumes Range is accessible to MT2 equipment; equipment and lead loadouts are heavy, MT2 is not responsible for damage to landscaping, flooring, etc. while accessing the range. If access information is not adequately shared in advance of mobilization, MT2 reserves the right to retain the upfront mobilization fee
- 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
- MT2 pricing does not include Prevailing Wage or Service Contract Rates
- 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
- 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
- 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
- MT2 will review and approve final contract terms and other conditions
- MT2 pricing does not include any liquidated damages, bonding or retention
- Client will provide access to power, water (hot and cold), heat, and light, and allow access to bathroom facilities and shower facilities (if available)
- Pricing is valid for 90 days from date of this proposal
- MT2 at its sole discretion may offer Client an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Client understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement



## 2.0 EXPERIENCE & QUALIFICATIONS

### 2.1 *Company History*

With over 18 years' industry experience, MT2 is recognized as the nation's #1 environmental firing range service provider and the largest and most professional contractor. We have demonstrated unmatched credentials and capabilities through performing over 2,500 indoor and outdoor range projects nationwide for a diverse variety of clients including police firing ranges, military ranges, local and national government agencies, and private clubs. Our firing range services include lead reclamation (bullets and lead shot recovery), firing range design, shooting range construction, gun range cleaning, and complete firing range maintenance and firing range remediation services. Our customer value proposition is to offer leading technology, superior field services, and knowledgeable environmental regulatory expertise to support sustained range operations, responsible maintenance, and closure/remediation services.



### 2.2 *Indoor Range Services*

MT2 offers a wide range of indoor range services from routine shooting range maintenance, cleaning, and lead reclamation to range decommissioning and demolition. We work with your budget and schedule to best meet your project needs. MT2 can help design and implement your range improvement and maintenance projects including:

#### **Lead Reclamation/Recycling**

- Recovery of bullets/bullet fragments from bullet trap
- MT2 has proprietary agreements with lead smelters/recyclers to leverage quantity-based pricing; resulting in the best market price for recycled lead on behalf of our customers
- Removal and transportation offsite of recovered range lead/brass

#### **Treatment of Range Waste and Disposal as Non-Hazardous**

- Proprietary and patented treatment process known as ECOBOND®
- Ensures disposed materials are less than EPA RCRA hazardous lead TCLP level of 5.0 mg/L Eliminate the need to generate expensive hazardous waste

#### **Range Cleaning and Remediation**

- Range cleaning and Best Management Practices for continued range use
- Complete lead dust remediation for range closures

#### **Range Evaluation and Consultation**

- Range assessment, OSHA Health & Safety
- Range sustainability (NRA/NSSF Best Management Practices, regulatory Support)
- Assist with all aspects of range development

#### **Range Maintenance/Improvements**

- Shooting range maintenance and improvements
- Shooting range cleaning and fixation of lead contaminated surfaces, reduction in airborne lead (booths, walls, floors, equipment, etc.)
- Installation or replacement of HVAC system
- Complete shooting range lead abatement
- Shooting range remediation and closure



### 2.3 Additional Information

**Focus on Safety:** MT2 is a leader in range safety. We provide consultation and assessment for all environmental and OSHA safety issues. MT2 has never received OSHA or EPA violations. In fact, not only does MT2 comply with regulations, we also helped establish industry standards for environmental and safety methods.

**Specialized Fleet of Equipment:** MT2 is committed to excellence. We have invested millions of dollars in developing proprietary systems and we own a large selection of specialized equipment available nationally for separating and processing range materials. MT2's fleet of equipment is the largest in the industry which, when combined with our experience, gives us a considerable advantage in providing substantial cost and schedule savings to our clients.

**Licensed, Bonded and Insured:** MT2 maintains applicable professional licensing, is fully bondable, and provides \$10MM of insurance protection including General and Pollution Liability Insurance to provide customers, site owners, and others the best available "peace of mind" in dealing with environmental liabilities. Knowledgeable range owners insist that this package be provided before any work involving lead is performed.

**Exclusive Lead Treatment Technology:** MT2 utilizes patented and proprietary ECOBOND® technology to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead and other metals in firing range soils. All technology achieves compliance with EPA and state regulatory agencies recommended firing range environmental Best Management Practices (BMPs).



**Staff Experience and Expertise:** Our personnel have on average 24 years overall environmental experience including performing lead removal and lead maintenance. This expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms.

***MT2 is Highly Recommended!***

*"As the nation's leader in lead recovery, MT2 is a credible and experienced contractor. Their reliable staff and machinery, along with excellent planning and research make MT2 the clear choice for any shooting range that is interested in a lead recovery or range maintenance project."*

*--Winchester Ammunition--*

