



# Project Contract

Date:	10/27/16	Client	Lexington Fayette Urban County Government
Job Number	TBD	Contact	TBD
Project Name	Lexington Firearms Training Facility	Location	4300 Airport Rd, Lexington, KY (project); 200 E Main St, Lexington, KY 40507 (mail)
Contractor	Metals Treatment Technologies, LLC 14045 West 66 <sup>th</sup> Avenue Arvada, Colorado 80004	<b>THE CONTRACT TERMS APPEARING BELOW TOGETHER WITH THE GENERAL CONDITIONS PRINTED ON THE FOLLOWING PAGE AND ATTACHMENTS HERE TO FORM THE SOLE PROVISIONS OF THE ENTIRE CONTRACT</b>	

## CONTRACT TERMS

### Description of the Work

Perform Firing Range Lead Maintenance as outlined in Attachment A MT2 revised proposal dated 8/19/16

### Drawings and Specifications

None

### Time of Performance

Starting at a mutually agreeable date as early as November 2016, weather dependent

### Price

Lead Firing Range Lead Maintenance Task	Quantity	Unit	Budgetary Price
1. Prepare/Submit Plans, Mobilization, & Demobilization			\$5,000
2. <b>Lead Maintenance:</b> Excavation, Lead Recovery, Lead Recycling, Replacement of Screened Soil to Berms, and Berm Reconstruction	Up to 120 CYDS	Lump Sum	\$35,000 <sup>1/</sup>
3. <b>Option: Guaranteed ECOBOND® Treatment of Soils <sup>2/</sup></b>	Up to 120 CYDS	Lump Sum	\$6,000
3. <b>Option: Replacement of additional client-provided soil/sand to backstop berms</b>	Estimated 120 CYDS	\$8/CYD	\$960
4. <b>Option: Environmental Stewardship Plan <sup>2/</sup></b>	1	Lump Sum	\$4,500
5. <b>Potential Estimated Lead Recycling Value <sup>3/</sup></b>	8-12 tons	\$0.45/lb	(\$2,850 - \$4,650)

<sup>1/</sup> Includes up-front payment for planning, and mobilization

<sup>2/</sup> Pricing for optional tasks are valid if performed at the time of lead maintenance tasks, no field investigations are included with the ESP preparation

<sup>3/</sup> MT2 does not guarantee the value or quantity of recycled lead. The actual value of recycled lead will be determined at the time of recycling. However, MT2 will provide the Range with a 50% split of the net proceeds from lead recycling (minus 50% of the costs for containers, pallets, transport and applicable taxes). The presented potential estimated lead recycling value is based on current range lead recycle pricing per pound.

#### Pricing Assumptions are outlined in Attachment A: MT2 revised proposal dated 8/19/16 and as follows:

- The project schedule depends on "dry" conditions prior to and during on-site operations. MT2 will coordinate arrival with the Association to identify a time when dry conditions exist 1-2 weeks prior to arrival followed by anticipated dry conditions for on-site work.
- The Department will provide MT2 an adequate nearby water source and associated items such as permit/meter/hose as needed. MT2 will utilize an MT2 water truck or trailer to provide dust suppression sprinkling as needed during excavation and screening operations.
- Project work hours will be up to 10 hours per day (0700-1700), up to 5 days per week (M-F) with Saturday used as a contingency work day
- Upon arrival at the site, the Customer and MT2 will complete a site walkover and confer and agree upon the most efficient location of the staged soil piles and Processing Area.
- MT2 will place recovered lead bullets and bullet fragments into 55-gallon drums on pallets in or near the Processing Area. MT2 will load and transport drums to a recycler. A certificate of recycling will be provided to Customer upon completion of recycling
- Field measurements will be used to verify project quantities.
- MT2 pricing is valid for 90 days from date of this proposal.

#### Terms of Payment:

The Client will provide upfront payment of \$5,000 prior to MT2 mobilization. Client payment due to MT2 Net 30 days upon receipt of MT2 invoice.

#### Address for Correspondence/Notices

See above



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CONTRACT TERMS						
Attachments (as checked)	<input checked="" type="checkbox"/> General Conditions		<input type="checkbox"/> Affidavit			
	<input checked="" type="checkbox"/> Other (Specify)		A. MT2 Revised Proposal dated 8/19/16			
Contractor:	Metals Treatment Technologies, LLC		Client:	Lexington Fayette Urban County Government		
Signature		Date		Signature		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 contract. 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 contract 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 Client and this contract shall not be construed as creating, between Client 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 Client 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 of every kind 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 contract.

## 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 Client

## 7.0 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.

## 8.0 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign or further subcontract any portion of the work to be performed under this contract without Client's prior written consent. Contractor shall include these general conditions as part of its contract agreement. Any subcontracting shall not relieve the Contractor of its duties and obligations under this contract.

## 9.0 TERMINATION

This Agreement may be terminated upon seven (7) days' written notice for Client's convenience without regard to any fault or failure to perform by any party. If within five (5) days written notice by Client 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 Client; or if Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, Client may terminate the contract.



# General Conditions

If work of Contractor is suspended or terminated by Client 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.

## 10.0 PAYMENT TERMS AND CONDITIONS

### 10.1 Payment Terms

The Client will provide upfront payment of \$5,000 prior to MT2 mobilization. Client payment due to MT2 Net 30 days upon receipt of MT2 invoice.

### 10.2 Changes to the Work

Client may in its absolute discretion restrict, modify or extend the obligations of Contractor under this Agreement and to the extent that Client'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 Client based upon mutual agreement with Contractor.

## 11.0 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.

## 12.0 DISPUTES

### 12.1 Direct Dispute Resolution Effort

In the event of a question, claim, or dispute between the Contractor and Client (the Parties) arising out of or relating to this contract 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 Contract. 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.

### 12.2 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. Client 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.

### 12.4 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.

## 13.0 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.



## 14.0 INSURANCE

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

- (a) Workmen's Compensation                      Statutory
- (b) Employer's Liability                            \$1,000,000 CSL
- (c) Comprehensive General Liability        \$9,000,000 CSL
- (d) Automotive Liability covering owned, non-owned and hired automobiles, for Bodily Injury and Property Damage
- (e) Pollution Liability                            \$9,000,000

Note: Comprehensive 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.

## 15.0 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.

## 16.0 LAWS

This contract 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.

## 17.0 CONFIDENTIAL INFORMATION AND TECHNOLOGY

Processes and techniques used by Contractor are considered proprietary and confidential technologies belonging exclusively to Contractor. The Client 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 Client own use. The Client 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.