



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 6/6/2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Metals Treatment Technologies LLC (Headquarters: Arvada, CO)

***Project Title/Description:**

Shooting Range Lead Removal and Recycling Service

***Purpose:**

Award: Master Agreement No. MA-PO-23-175. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$522,000.00 and includes four (4) one-year renewal options. Administering Department: Natural Resources Parks and Recreation

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2300009 was conducted. Two (2) responses were received. One (1) response was a "no bid" submittal. Award is to the responsive and responsible respondent.

PRCUID: 477668

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

To obtain a revenue-sharing contract service for the removal and recycling of lead projectiles and fragments from County shooting ranges.

***Public Benefit:**

Removal of spent lead from soils in and around shooting ranges to eliminate ricochet hazards and significantly reduce lead pollution by treating lead fines that could contaminate stormwater runoff.

***Metrics Available to Measure Performance:**

Department will monitor project operations, recycling and billing results to ensure contract compliance.

***Retroactive:**

No.

TD: COB (1)
Vers: 1
pgs 31

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-175
Commencement Date: 6/6/2023 Termination Date: 6/5/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 522,000.00 * Revenue Amount: \$ 72,000.00 (est.)

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Michael Warren Digitally signed by Michael Warren Date: 2023.05.01 11:46:22 -07'00' Acting Manager, Troy McMaster Digitally signed by Troy McMaster Date: 2023.05.01 12:04:48 -07'00'

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2023.05.01 12:50:44 -07'00' Telephone: 724-3730

Department Director Signature: VICTOR PEREIRA Digitally signed by VICTOR PEREIRA Date: 2023.05.02 09:56:57 -07'00' Date: 5/3/2023

Deputy County Administrator Signature: Date: 5/4/2023

County Administrator Signature: Date:



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 05/1/2023

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2300009 for Shooting Range Lead Removal and Recycling Service, that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after 6/6/2023.

Award in the annual contract amount of \$522,000.00 (including sales tax) is recommended to the responsive and responsible respondent.

<u>AWARDEE NAME</u>	<u>TOTAL PROPOSED PRICE</u>
Metals Treatment Technologies LLC	\$473,860.00

<u>OTHER RESPONDENT NAMES</u>	<u>TOTAL PROPOSED PRICE</u>
Recoil LLC	NO BID

Issued by: Michael Warren, Procurement Officer
Telephone Number: (520)724-3730

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2300000000000000175

MA Version: 1

Page: 1 of 2

Description: Shooting Range Lead Removal and Recycling Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: MICHAEL WARREN
	Phone: 5207243730
	Email: michael.warren@pima.gov

T E R M S	Initiation Date: 06-06-2023	
	Expiration Date: 06-05-2024	
	NTE Amount: \$522,000.00	
	Used Amount: \$0.00	

V E N D O R	Metals Treatment Technologies, LLC	Contact: Melissa Goslee
	14045 W 66th Ave	Phone: 303-456-6977
	Arvada CO 80004	Email: mgoslee@mt2.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$522,000.00 and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000175

MA Version: 1

Page: 2 of 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	SERP surface scrape and recycle lead					
	Discount	UOM	Unit Price			
	0.0000 %	EA	\$168,300.00			
2	SERP excavate berms, recycle lead and rebuild berms					
	Discount	UOM	Unit Price			
	0.0000 %	EA	\$65,418.00			
3	TMP surface scrape and recycle lead					
	Discount	UOM	Unit Price			
	0.0000 %	EA	\$55,943.00			
4	TMP excavate berms, recycle lead and rebuild berms					
	Discount	UOM	Unit Price			
	0.0000 %	EA	\$35,848.00			
5	CTC surface scrape 2.5 acres and recycle lead					
	Discount	UOM	Unit Price			
	0.0000 %	EA	\$148,351.00			
6	Freeform					
	Discount	UOM	Unit Price			
	0.0000 %		\$0.00			

OFFER AGREEMENT, Amendment 1

1. PURPOSE

This revenue-sharing contract establishes a system-generated form Master Agreement ("MA") for Contractor to provide Pima County ("County") with Shooting Range Lead Removal and Recycling Service on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract, and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS (see Exhibit A: Minimum Qualifications Verification Form)

4. SERVICE SPECIFICATIONS & SCOPE OF WORK

Contractor will perform lead removal and recycling service at three (3) Pima County shooting ranges as specified in Exhibit C: Scope. Projects will be completed as scheduled between parties in accordance with Environmental Protection Agency Best Management Practices for Lead at Outdoor Shooting Ranges (EPA-902-B-01-001, June 2005) and Pima County Code Title 17, Air Quality Control. All ranges are publicly funded, pay-to-use facilities. Contractor must complete projects within established timeframes to minimize revenue loss due to closure, weather permitting. County reserves the right to add other sites or related materials and/or services to this agreement. All sites, materials or services added to this agreement subsequent to award of contract are subject to the terms and conditions herein.

5. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer(s) and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and/or not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not otherwise approved by County and documented on the County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (DO) will accept services only in accordance with the scope this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT (AMENDED)

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment.

7.1. Unit Prices

Contractor's Total Price Proposed (TPP) for each project must include all labor, materials, incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no advance payments for any cost or portion of the TPP. **100% of the Total Recycle Revenue (TRR) amount from each project will be applied to the TPP. If the TRR is greater than the TPP, County and Contractor will share the balance 50/50. If the TPP is greater than the TRR, County will remit payment to Contractor for the balance.** (See 7.8. Invoicing)

County makes no guarantee regarding actual project orders during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

	Description	
1	All materials and services to surface-scrape and recycle lead at Southeast Regional Park Rifle and Pistol Range (SERP) per Exhibit C, Attachment 1	\$168,300
2	All materials and services to excavate and recycle lead, and rebuild berms at SERP per Exhibit C, Attachment 1	\$65,418
3	All materials and services to surface-scrape and recycle lead at Tucson Mountain Park (TMP) Rifle and Pistol Range per Exhibit C, Attachment 2	\$55,943
4	All materials and services to excavate and recycle lead, and rebuild berms at TMP Rifle per Exhibit C, Attachment 2	\$35,848
5	All materials and services to surface-scrape from shot fall zone where "economically feasible" to recycle shot at Southeast Regional Park Clay Target Center (CTC) (2.5 Acres) per Exhibit C, Attachment 3	\$148,351
	TOTAL	\$473,860

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

7.2. Price Guarantee

Contractor guarantees the Total Price Proposed (TPP) is inclusive of all Contractor expenses and materials with no hidden fees or charges and will remain fixed through project completion. County may allow for separate materials and/or transportation charges, however the combined project costs must not exceed the project TPP.

7.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite relevant source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

7.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

7.5. Additional Items and/or Services

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

7.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

7.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within N/A Days as indicated above.

7.8. Invoicing (AMENDED)

Contractor will submit an invoice upon completion of each project which lists the TPP amount minus total recycle revenue (TRR) amount. County will remit payment to Contractor for balance if the TPP is greater than the TRR for each project per standard payment terms. Parties may negotiate the appropriate payment method for any balances or credit due to County.

Contractor invoices must reference County's DO number and the completed project name. Contractor must utilize the project description and price included in County's order document for ALL Invoice line items. County may return for correction any Contractor invoice that include line items or prices that do not match those documented on the awarded DO and does not include the total recycled revenue amount for each project.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs.

Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <http://www.pima.gov/procure/venreg.htm>.

9. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor must perform project service in accordance with the Standard Terms and Conditions within scheduled timeframe, weather permitting. Contractor will immediately notify County of any delays. County reserves the right to open completed or un-processed range areas for public use during delays in excess of three (3) calendar days.

10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS (AMENDED)

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. **RFP-PO-2300009, Amendment 1** including the RFP, Offer Agreement, Standard Terms and Conditions, solicitation amendments, Contractor's proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

12.2.1. Claims-Made Insurance Requirements

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

12.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	3/24/2023				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Section 7.1.1? (select one) Yes No

If Yes, have you included your certification document? Yes No

NOTE: If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

16. PROPOSAL/OFFER CERTIFICATIONCONTRACTOR LEGAL NAME: Metals Treatment Technologies, LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 14045 W 66th AvenueCITY/STATE/ZIP: Arvada, CO 80004REMIT TO ADDRESS: 14045 W 66th AvenueCITY/STATE/ZIP: Arvada, CO 80004CONTACT PERSON NAME/TITLE: Jim UhlingerPHONE: 303-591-9739

FAX: _____

CONTACT PERSON EMAIL ADDRESS: juhlinger@mt2.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: info@mt2.comCORPORATE HEADQUARTERS ADDRESS: 140445 W 66th Avenue, Arvada, CO 80004WEBSITE: www.mt2.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements "**Non-Responsive**" and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: _____

DATE: 4/6/2023Michael Burkett, Executive Vice President

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 303-456-6977, info@mt2.com

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

PROPOSER'S NAME:

Metals Treatment Technologies, LLC

Proposer certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for the Proposer's proposal to be rejected as **"Non-Responsive."**

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECTIONS)	DOCUMENTS SUBMITTED
1	Contractor is currently licensed to perform lead removal and recycling service in the State of Arizona. (Include a copy of license issued by the Arizona Registrar of Contractors (AZROC))	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Arizona Registrar of Contractors-exp 5.31.2024 (1 page)
2	Contractor has at least five (5) years of experience in shooting range lead removal and recycling service. (Include copy of business license)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Arvada Current Active Business License (1 page), Colorado Secretary of State Certificate of Good Standing (1 page)
3	Contractor is registered in the federal System for Award Management (SAM) and/or Arizona Corporation Commission (ACC). (Include copy of proof of registration)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Proof of registration (2 pages)

SIGNATURE: Michael Burkett

DATE: 4/6/2023

Michael Burkett, Executive Vice President

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT A

EXHIBIT B: QUESTIONNAIRE (1 PAGE)**PROPOSER'S****NAME:**Metals Treatment Technologies, LLC

Department evaluation team will develop questions that when answered/submitted by Proposers will allow evaluators to evaluate, differentiate & score Proposers' proposals as defined by the published evaluation criteria. The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

7.1. Cost (Total Price Proposed) (0 to 15 points)

The Procurement Department will evaluate responses in Section 7.1.

7.2. Company Background/Experience (0 to 30 points)

- a) How many shooting range lead removal and recycling projects has your firm completed in the last ten (10) years? Include each agreement description, amount of lead recycled and verifiable information.
- b) How many federal, state or local projects has your firm completed in Arizona since 2017? Include verifiable project summary and before/after photos focusing on undisturbed or disturbed vegetation that was replaced.
- c) Has your firm ever been cited for EPA or OSHA violations while conducting operations? Y/N (If yes, explain)

7.3. General Information (0 to 10 points)

- a) Does your firm currently possess the necessary staffing, supervision, equipment and materials needed to complete scheduled projects identified in this solicitation? N (If no, explain)
- b) Does your firm currently meet the minimum insurance requirements for this solicitation? N (If no, explain)

7.4. Project Plan/Method of Approach (0 to 40 points)

- a) Describe your methodology and process you will use to recover lead from County shooting ranges.
- b) Describe your plan to provide this service with the least amount of disturbance to vegetation.
- c) Describe your plan to obtain the required permits and provide water for dust control at each project site.
- d) Describe your employee safety, Storm Water Pollution and Prevention (SWPPP) and Erosion Control Plans.
- e) Describe your plan to restore berm and apron areas to their nearest original state and soil treatment.
- f) Describe your plan to sample the identified berm, apron and scrape areas.

7.5 Sustainability (0 to 5 points)

- a) Does Respondent conduct Waste prevention/reduction or material recycling/reuse? N
- b) Does Respondent use alternative energy or fuels in its program preparation, transportation, and demonstration? Y
- c) Does Respondent use environmentally preferable materials in its operation? N
- d) Does Respondent use sustainable practices that lessen the impact on non-renewable resources? Y
- e) Does Respondent have other practices which coincide with sustainable practices such as packaging "take back"? Y/N Not applicable

SIGNATURE:

DATE: 4/6/2023Michael Burkett, Executive Vice President

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

7.2 Company Background/Experience

a) How many shooting range lead removal and recycling projects has your firm completed in the last ten (10) years? Include each agreement description, amount of lead recycled and verifiable information.

MT2 brings extensive experience in firing range lead removal, contaminated soil stabilization, environmental remediation, permitting, and project management for a broad range of government, commercial, industrial, municipal and engineering clients. Our key project personnel have an average of 24 years of relevant experience. With a staff of engineers, chemists, scientists, technicians, equipment operators, supervisors, project managers and management specialists, MT2 delivers quality work completed safely, on time and within budget. MT2 personnel routinely deliver turnkey deployment, including baseline sampling and characterization, treatment optimization, field operations and management and final report preparation.

Since January 2013, MT2 has performed more than 1,000 projects. Below is a snapshot of those projects, MT2 would be happy to provide Pima County additional information on specific projects, upon request.

- Aberdeen Police Firing Range
- Adams County Shooting Range
- Alameda County Sheriff's Office
- Albuquerque Police Department
- Allegheny County Police Training Academy
- Allen County Sheriff's Department
- Alpine County Sheriff's Office
- American Police Hall of Fame
- Amistad Facility Shooting Range
- Anne Arundel Fish and Game
- Anoka County
- Apopka Police Department
- Arizona Fish and Game
- Arkansas Valley Correctional Facility
- Athens Clarke County Police Department
- Atlantic County Firing Range
- Aurora Police Department
- Baltimore County Police Department
- Bartlett Police Department
- Bedford Police Range
- Bellevue Police Firing Range
- Ben Avery Shooting Facility
- Ben Clark Training Center
- Bexar County
- Billings AFRC Firing Range
- Blackhawk Technical College
- Boise, City of - Parks & Rec
- Bowling Green Police Station
- Broomfield Police Department
- Browns Ferry Nuclear Plant
- BSA Bayport
- Buckley AFB
- Bucks County Police Association
- Busch Memorial Range
- Cabarrus County Sheriff's Department
- CAL Fire
- California Department of Corrections and Rehabilitation
- Camp Barton BSA
- Camp Dawson
- Carmel Police Department
- Casa Grande Police Department
- Cayuga County Sheriff's Office
- Cedar Park Police Department
- Central Arizona College
- Charles County Sheriff's Office
- Charleston Police Department
- Charlotte County Firing Range
- Charlotte Mecklenburg
- Chatham County Sheriff's Dept
- Cherokee Firearms
- Cherry Creek State Park
- Chesterfield Training Academy
- City of Canton Ohio
- City of Goodyear
- Clark County Shooting Complex
- Clark State Forest
- Clayton County Police Department
- Clovis Police Department
- Cody Firearms Experience
- College of the Mainland
- Collier County Sheriff's Office
- Colorado Bureau of Investigation
- Colorado Department of Corrections
- Colorado DMVA
- Colorado National Guard
- Colorado Northwestern Community College
- Columbia County
- Concord Police Association
- Corpus Christi Police Department
- Council Bluffs Airport Authority
- Customs & Border Patrol, nationwide
- Dallas Fort Worth Airport
- Davie Police Department
- Delco ESTC
- Delray Beach Police Department
- Denver Police Department
- DeSoto Parish Sheriff's Office
- Diablo Canyon Power Plant
- Dona Ana County Sheriff's Office
- Dothan Regional Public Safety Center
- Dover Police Department
- Dulles International Police Training Rang
- Duluth Police Department
- Eagan, City of
- East Brunswick Police Training Facility
- East Canon City Prison Complex
- East Stroudsburg Area School District
- Edmond Police Department
- Eglin AFB
- El Dorado County
- El Monte Police Department
- El Paso County Sheriff's Office
- Erie County Sheriff
- Everett Police Department
- Fallon County Gun Range
- Falmouth DPW
- Fancy Creek Shooting Range
- Fargo Regional Training Ctr
- Fayetteville NC
- FBI - Academy Quantico
- FBI - Redstone Arsenal

- FBI Jerry Crowe-Dawson
- FE Warren AFB
- Federal Reserve Bank of Denver
- Findlay OH
- Five Points Correctional Facility
- FLETC Artesia
- Florida Department of Corrections
- Fort Bliss Range 54
- Fort Calhoun Station
- Fort Dix McGuire
- Fort Eustis
- Fort Irwin
- Fort Shafter, HI
- Fort Wingate
- Franklin County Sheriff's Office
- Fremont Police Department
- Fresno County Sheriff
- Fresno Regional Training Center
- Ft Lyon Correctional Facility
- Fulton County Firing Range
- GA Department of Natural Resources
- GA Power Plant Branch
- Gateway East Cleanup & Filling
- Georgia Bureau of Investigation
- Glendale Police Department
- Grand Coulee Power Office
- Grand Forks Border Patrol
- Greece Police Department
- Greeley Police Department
- Greeley Recreation Center
- Greendale Police Department
- GSA San Francisco
- Gulfport CRTC
- Gwinnett County Police Training Center
- Hamilton Pool Road Ranges
- Hammond Cove
- Hampton Police Department
- Hanford Reservation
- Harvey Point Defense Testing-DTA F Range
- Hawkeye Community College
- Hempstead Police Department
- Henderson, City of
- High Point Police Department
- Highlands Ranch Law Enforcement Training
- Hillsborough County Sheriff's Office
- Hunter Safety Range/CO DOW
- Idaho DOC
- Illinois State Police
- Imperial Beach
- IN Department of Natural Resources
- Indiana Police Range Lead Remediation
- Iowa Department of Natural Resources
- Jackson Police Department
- Jefferson Township - Dept of Public Works
- Johnstown Informal Range
- Kent Police Department
- Keystone Rifle Range Complex
- King County Sheriff's Office
- Kingman Municipal Airport
- Kirtland AFB
- Kissimmee Police Department
- La Junta, City of
- Laguna Beach Police Department
- Lancaster Bureau of Police
- Laramie County Shooting Sports Complex
- Laredo Police Department
- Las Vegas Metropolitan Police Department
- Leavenworth National Fish Hatchery
- Lexington Firearms Training Facility
- Lincoln NE Police Department
- Lincoln Range Placer County
- Little Pine State Park Complex
- Los Angeles County Sheriff
- Lubbock County Sheriff's Office
- Lynbrooke Sporting Clays Range
- Maine Department of Natural Resources
- Maine Fisheries & Wildlife
- Marana Police Department
- Marfa Small Arms Firing Range
- Maricopa County Shooting Range
- Markham Park
- Maryland Firearms Training Facility
- Mashantucket Pequot Tribe
- Massachusetts Rifle Association
- McAllen Police Department
- Mecklenburg County Sheriff's Office
- Meridian Public Safety Training Facility
- Metuchen Police Department
- Miami County Sheriff's Office
- Miami Dade Police Department
- Michaux State Park Range
- Miramar Police Department
- Miramar/Tetra Tech EC
- Mission Ridge Range and Academy
- Mississippi Law Enforcement
- Missouri Department of Conservation
- Monroe Automotive Facility
- Mountain Brook Police Department
- MPG - Manchester Pacific Gateway
- Mt Edgcombe HS - Sitka, AK
- Nashua Police Department
- Nashville Armory of Franklin
- Nassau County PD
- Naval Weapons Station - Concord
- NAVFAC MCBH Range 2,6,9
- NAVFAC Pu'uoloa Training Facility
- Navy Mill Site - Prescott, AZ
- NC Justice Academy
- Nevada Department of Corrections
- Nevada Joint Training Facility
- New Haven Police Department
- New Jersey Division of Fish & Wildlife
- Newman Swamp Rats
- Newport Naval Station
- NGG-California Border Patrol
- NJ DMAVA
- NJ Fish & Wildlife
- NMLRA Reclamation Evaluation
- Nogales Shooting Range
- North Dakota National Guard
- North Las Vegas Police Department
- Northern Colorado Law Enforcement Training Center
- NWS Seal Beach
- NY State Parks
- NYPD Policy Academy
- NYS OGS Mid-Orange Correctional
- NYSOGS - Olean Armory
- Ohio Department of Corrections-Orient
- Orange County Sheriff's Office
- Oregon Department of Public Safety
- Otay Mesa Firing Range
- PA State Game
- Palo Verde Nuclear Generating Station
- Papago Park Military Reservation
- Parma Heights Police Department
- Pasadena, City of
- Pascua Yaqui Tribe
- Patuxent Research Refuge
- Peaceful Valley Boy Scouts
- Pecos Treatability
- Pembroke Pines Police Department
- Pendleton Police Department
- Penn DOT
- Pennsylvania State Police Academy
- Peterson Air Force Base
- Pflugerville Police Department
- Philadelphia, City of
- Phoenix Police Academy

- Phoenix Police Department Training Bureau
- Pikes Peak Community College Firing Range
- Pima County AZ
- Pitkin County Sheriff's Office Range
- Pittsburgh Police Department
- Plaquemines Parish
- Point Mugu Rifle Range
- Polk County Iowa
- Polk County Sheriff's Office
- Port Authority NY_NJ
- Port of LA Police Department
- Potter County Sheriff's Office
- PSEG Hope Creek Generating Station
- Pueblo Police Department
- Ramapo Police Department
- Richmond Police Department
- Roanoke County Firearms Training Center
- Rochester Police Department
- Rocklin Police Department
- Romeoville Firing Range
- Rooney Valley Law Enforcement
- Rose Spur Quarry
- Round Rock Police Department
- Sacramento/USMS
- Safety City Criminal Justice Authority
- Saint Paul Port Authority
- Salisbury Police Department
- San Antonio Police Training Academy
- San Bernardino County Sheriff's Range
- San Diego County - Miramar
- San Mateo
- Sandra Day O'Connor
- Santa Barbara Police Department
- Santa Clara Sheriff's Office Firing Range
- Santa Fe County / Dept. of Public Safety
- Schaumburg Police Department
- Schriever Air Force Base
- Scott G Davis Industrial Park
- Seattle Police Department
- Seminole State College
- Shaw Air Force Base
- Shawnee County Sheriff's Office
- Sheboygan, City of
- Shelby County
- Sidney Paul Gordon Shooting Range
- South Carolina Criminal Justice Academy
- South Metro Public Safety
- Southern Arizona Law Enforcement Training
- St. Louis Cty PD Firing Range
- St. Petersburg College - Allstate Campus
- Stanislaus County
- Stennis Space Center
- Stockton Police Range
- Suffolk County Sheriff's Dept
- Sunrise Police Department
- Sunset Hill Shooting Range
- Surprise Police Department
- Susquehanna Nuclear Power Plant
- Tacoma Police Department
- Texas Department of Public Safety
- Texas Military Department
- Thompson Center Arms Facility
- Tinker AFB
- Tomball, City of
- Tulsa Police Department
- Twin Falls Police Department
- U of IL Police
- UCONN Police Department
- Ukiah Police Department
- University of Kentucky
- University of the Sciences
- US Air Force Academy Athletic Department
- US Capitol Building
- USAF Academy
- USCG - Galveston
- USCG Base Honolulu
- USCG Remote Communications Facility
- USCG Training Center
- USDA FS AL Henry Creek
- USDA FS ALABAMA - All Sites
- USMS Central Islip
- USMS Courthouse Tallahassee
- USFIS Training Facility
- Utah Div Of Wildlife Resources
- Victor Valley College Training Center
- Victorville - FCC
- Visalia Police Association
- Waco Police Department
- Washington Dept of Fish & Wildlife
- Watertown, City of
- Waterville Armory Maine
- Weaverville Police Department
- West Palm Beach
- Westmoreland County Community College
- Whidbey Island
- WI Department of Natural Resources
- Wichita Falls Police Department Training
- Woodland Police Department
- Youngstown Air Reserve Station

b) How many federal, state or local projects has your firm completed in Arizona since 2017? Include verifiable project summary and before/after photos focusing on undisturbed or disturbed vegetation that was replaced.

Arizona Outdoor Range Projects, 2017 - 2022:

Glendale Police Department; 2022

- 18,497 lbs. @ \$0.67 / lb. = \$12,392.99
- Approx. 450 CY

MT2's was contracted to perform firing range lead reclamation and maintenance at the Firing Range located at 11150 West Glendale Ave, Glendale, Arizona. Lead maintenance and reclamation focused on the ranges, the backstop berms, and impact areas indicated in the proposal. Project tasks included

excavation, screening/processing soils to recover lead fragments, restoration of the berm and recycling of the lead. All work was performed in accordance with the contract as well as with applicable trade practices, laws, ordinances, rules and regulations of federal, state, and local authorities regarding the handling, treatment, excavation and direct loadout of lead contaminated materials. Soil quantities were estimated to be up to ~450 cubic yards (CYs), at a depth not to exceed 24 inches below existing berm surface. In addition, the apron area at the toe of the berms was lightly scraped up to ~6" to remove any visible lead on the surface.

Phoenix Police Department; 2021

- 90,739 lbs. @ \$0.65 / lb. = \$58,980.35
- Approx. 750 CY

MT2 was contracted to perform lead reclamation and recycling at the City of Phoenix Department Training Bureau Ranges located at 10001 S. 15th Ave. Phoenix, Arizona. Plan preparation (including work plans, **safety plans, and fugitive dust and erosion control plans and permits**), mobilization, and site set up and preparation. MT2's project tasks included: 1) Excavation of lead-impacted soils in backstop berms, the range floor in front of berms, tops of berms, and areas behind berms, 2)



Physical separation of lead bullet fragments from excavated range soils, while employing measures that met Maricopa County Air Quality Department Dust Compliance Division Fugitive Dust Control requirements, 3) Containerizing, loading, transporting, and **recycling of recovered lead** at a licensed recycling facility approved by the ADEQ, and provision of certificates of recycling, 4) Replacement of screened fines to the range berms, 5) **expediting the schedule to meet City's firearms training program**, 6) Demobilization, and 7) Final Reporting. **MT2's proprietary lead recovery systems provided maximum lead recovery; MT2's contracts with recycling companies provided maximum lead value. MT2 recovered and recycled 150,000 lbs of lead bullets/ bullet fragments.**

Maricopa County Buckeye Hills; 2021

- 63,086 lbs. @ \$0.75 / lb. = \$47,314.50
- Approx. 1,550 CY

MT2's was contracted to perform firing range lead reclamation and maintenance at the Firing Range located at 26901 W Buckeye Hills Drive, Buckeye, Arizona. Lead maintenance and reclamation focused on the ranges, the backstop berms, and impact areas indicated in the proposal. Project tasks included excavation, screening/processing soils to recover lead fragments, treatment, confirmation sampling, post-excavation sampling, restoration of the berm and recycling of the lead. In addition, disturbed areas on the berms and the erosion areas on the range floor were stabilized with Gorilla Snot®. All work was performed in accordance with the contract as well as with applicable trade practices, laws, ordinances, rules and regulations of federal, state, and local authorities regarding the handling, treatment, excavation and direct loadout of lead contaminated materials.

USCBP Nogales Shooting Range; 2019

- Approx. 16,419 CY
- MT2 did not manage the recycling

MT2 was contracted to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead and other metals in firing range soils/berms and in achieving closure for the range in compliance with Arizona Department of Environmental Quality (AZDEQ) requirements. MT2 firing range remediation tasks included: Apply for and receive a Maricopa County Dust Control Permit;

Implement the conditions of the Dust Control Permit; Complete Work Plan and Site-Specific Health and Safety Plan; Mobilize and set-up the work area according to OSHA protocols; Excavation and screening for lead removal of ~16,419 CY of lead-impacted soils of which 10,6454 tons were treated utilizing MT2's patented ECOBOND® technologies for disposal as non-hazardous; Treatment confirmation sampling; and performed General site clean-up, dry decontamination of equipment, and demobilization from the site. All tasks were completed in compliance with strict state of Arizona dust control measures and applicable OSHA, and EPA regulations.

Ben Avery Shooting Facility; 2018

- 19,617 lbs. @ \$0.65 / lb. = \$12,751.05
- Approx. 600 CY

MT2 provided turn-key firing range maintenance and construction services to complete lead maintenance and range improvements at the Ben Avery Shooting Facility. MT2 services included: Apply for and receive a SWPPP Permit; Complete a Stormwater Pollution Prevention Plan (SWPPP); Install erosion control measures according to plan and permit requirements; Apply for and receive a Maricopa County Dust Control Permit; Implement the conditions of the Dust Control Permit; Complete Work Plan and Site-Specific Health and Safety Plan; Mobilize and set-up the work area according to OSHA protocols; Scrape berms and screen ~600 CY at a processing area inside the bay or adjacent to the bay; Collect and recycle lead; Return processed soils back to respective berms and rebuild the berm per NRA Guidance; Raise side and main berms approximately 2' to maintain consistent height (~3,000 CY to be screened and hauled to bays from on-site borrow area). Side berms to be re-contoured and leveled. Push up material that has eroded off berms. The main berm height will be raised where necessary to achieve minimum height requirement of 20'; Stabilize berms with soil stabilizer product; and General site clean-up, dry decontamination of equipment, and demobilize from the site. All tasks were completed in compliance with strict state of Arizona dust control measures and applicable OSHA, and EPA regulations.

Phoenix Rod and Gun Club; 2017

- Construction project with minimal lead recovery
- Approx. 4,000 CY
- 8,392 lbs. @ \$.64 / lb. = 5,370.88

MT2 was contracted for lead reclamation and berm reconditioning at the Phoenix Rod & Gun Club Outdoor Ranges located in Phoenix, Arizona. This project included partial demolition of the existing outdoor range berms; excavation, selected screening, and removal of metal to reduce ricochets and improve shooter safety as well as remove lead from the environment; and the raising and reconstruction of selected berms. The Phoenix Rod and Gun Club, gun range berms consisted of five (5) ranges, which required different levels of work. All work was performed in accordance with EPA's Best Management Practices for Lead at Outdoor Shooting Ranges (latest revision), and with all other trade practices, laws, ordinances, rules and regulations of federal, state, and local authorities regarding the handling, storing, transporting, and recycling of lead materials.

Additional Arizona Projects, 2017 - 2022

- Southern Arizona Law Enforcement Academy
- Pascua Yaqui Tribe Police Department
- Surprise Police Department
- Yuma Police Department

MT2 has provided our services in other states that included working around vegetation (sensitive species or large trees, etc.) and provided seeding of disturbed areas per local Customer specifications; and we can do so for this project, if requested.

Additionally, MT2 routinely applies a soil tackifier (Gorilla Shot™) to disturbed soils to meet soil stabilization requirements to meet SWPPP requirements after lead reclamation.

Examples of recent tackifier application in AZ in the last 5 years include:

- SALETC Range – 2019, 2022
- Phoenix PD Range - 2016, 2022
- Ben Avery - 2018
- Buckeye Hills PD Range - 2016, 2022

c) Has your firm ever been cited for EPA or OSHA violations while conducting operations? No

7.4 Project Plan/Method of Approach

a) Describe your methodology and process you will use to recover lead from County shooting ranges.

MT2's technical approach for firing range lead maintenance includes:

- **Project Setup:**
 - Prepare the following project plans, as needed: Work Plan, Health & Safety Plan, Waste Management Plan, SWPPP, Erosion Control Plan
 - Install erosion control and storm water protection measures such as silt fence, waddles and hay bales to protect work areas, drainages and the environment
 - Complete a site walk-over with Customer representative to identify excavation/processing areas
 - Establish temporary access, site access control, traffic control, and placing appropriate signage
 - Set up of processing area and equipment
- **Berm Excavation:** Excavate soil from the operating backstop berms and apron area or shot fall zone
 - Excavate estimated depth of 1.0-2.0 feet of soil from the backstop berms or deeper if concentrations of bullets appear economically feasible to recover at deeper depths
- **Lead Reclamation:** Separate lead bullets/bullet/shot fragments from the excavated soils
 - Separate sand material from bullet and bullet fragments using the EPA-required two-step process
 - MT2's Separation System is comprised of a multi-tiered screen plant to provide gross separation of sand material from bullets and bullet fragments based on size, and MT2's proprietary finishing system to finish the separation based on density
 - Remove 90% (weight percent) lead bullets and bullet fragments greater than ¼" as measured in samples collect before and after screening
- **Lead Stabilization Utilizing ECOBOND®:** MT2's services will include utilization of our patented and proprietary ECOBOND® Technologies to stabilize/convert leachable fines.

- **Lead Recycling:** Recycle recovered lead providing Customer a split of the net value of recycled lead
 - Containerize and securely store recovered lead for shipment, coordinate and ship the clean recovered lead to a licensed lead recycler, providing Customer with necessary documentation to show appropriate recycling
- **Berm Reconstruction:** Re-install processed soils back onto the firing range berms
 - Return screened fines to berm of origin
 - Replace oversize materials to range at a mutually agreed upon location
 - Perform general site cleanup
- **Demobilization & Final Report:** MT2 will develop a range maintenance report to provide the Customer with proper record keeping as recommended by the US EPA, NRA, and NSSF

b) Describe your plan to provide this service with the least amount of disturbance to vegetation.

MT2 minimizes work area to the required excavation zones, soil processing area(s), equipment staging, and pathways in between. This minimized impact area is also maintained using a variety of dust-suppressing methods to minimize disturbance

c) Describe your plan to obtain the required permits and provide water for dust control at each project site.

MT2 is very familiar with the Arizona permitting process, MT2 will apply for the permits as needed. MT2 employs several proven-effective methods to ensure that the soil has optimal moisture content to allow for screening and density separation while also minimizing the dust generated during this process. These methods may range from, or be a combination of, basic pre-soaking practices, diligent management of soils during transport, as well as spraying/misting systems.

d) Describe your employee safety, Storm Water Pollution and Prevention (SWPPP) and Erosion Control Plans.

MT2's Services include preparation of a Work Plan (WP) and Site-Specific Health & Safety Plan (SSHSP) that address the specific tasks to perform services and include an Activity Hazard Analysis (AHA) for each identified activity. MT2 also maintains a Respiratory Protection Program and a medical monitoring program to maintain a safe working environment and ensure compliance with regulatory requirements. Storm Water Pollution and Prevention (SWPPP) Plans will vary from site to site, but in general, adherence to a SWPPP, as needed often includes installation and maintenance of erosion control measure such as:

- Application of soil tackifier to disturbed soils to ensure stabilization of soils and compliant closeout of SWPPP
- Silt fence
- Sandbags
- Silt/Rock bags
- Seed
- Erosion Control Matting varying from simple straw matting per specification(s)
- Modify drainage to manage rainfall

e) Describe your plan to restore berm and apron areas to their nearest original state and soil treatment.

MT2 first works with our clients to identify unwanted items that may have been screened out during the lead reclamation process (large rocks, brush, etc.). The remaining soils are placed back onto the berms utilizing a skid steer/loader to transport soils near the placement area, and then final placement utilizing an excavator. During this process moisture content of soils may also be adjusted to allow for good compaction.

To assist with stabilizing the berm surfaces, a Gorilla Snot® mixture will be sprayed on the shooting berm face. This will have the effect of maintaining the sloped surface for a longer period of time and will retard water erosion during rain events.

f) Describe your plan to sample the identified berm, apron and scrape areas.

Soil screening performance testing will be conducted by comparing the in-situ weights of soil versus lead in berm impact areas to post processing weights of soil and lead in soil planned for berm reclamation activities. Each berm will be subject to three (3) sample locations for testing and the soil tracked through processing so that efficiency can be tested. The soil from both pre-processing and post-processing activities will be weighed then subjected to hand sieving using a ¼ inch sieve. The soil fraction and lead fraction will be documented on field forms. To determine efficiency rating the following equation will be applied.

Weight of Lead (In-Situ Soil) *0.1 must be greater than Weight of Lead (Processed Soil)

The soil will be re-screened if the soil does not meet this criterion.

EXHIBIT C: SCOPE (4 pages)

1. **Scope. (AMENDED)** Contractor will excavate soil to extract and recycle spent bullets and measurable fragments of ¼ inch or greater in size at up to 24 inches in depth from range backstops and berms, and identified backfall zone behind the berms. **Contractor is not required to excavate side berms or zones it identifies as not containing economically viable quantities of lead.** Contractor will restore berms to original dimensions with processed soil in accordance with National Rifle Association (NRA) and National Shooting Sports Foundation (NSSF). (See Attachments 1, 2 and 3.)
 - a) Contractor shall visit each site for bid planning and soil samples to obtain and record an estimated minable lead content in pounds or tons in the field provided at the bottom of Attachments 1, 2 and 3.
 - b) Prior to start of work, Contractor will provide County a preliminary report indicating the minimum and maximum mining depths per project based on sampling results. County retains final approval prior to commencing work.
 - c) Contractor will treat the area with an EPA-approved stabilization product to convert leachable fines.
 - d) Processed berm and apron areas will be rough-graded back to their original height, depth and width.
 - e) Contractor will have unobstructed access to berms and aprons at each site, and will prioritize their restoration immediately following lead removal to minimize range closure time.
 - f) Contractor will provide County with the intended recycler's name and shipping location.
 - g) Contractor will provide County with copies of tare and full weight tickets for containers and trailers.
 - h) County must inspect and approve filled lead shipping containers prior to transportation to recycler.
 - i) Contractor will provide County with a catalog report of total containers removed from each site.
 - j) Contractor will provide published indexes reflecting the prices of lead on the day sold to recycler.
 - k) Contractor will declare any recovered metals other than lead having a significant recycle value.
 - l) Contractor will provide project summary report of the total recycled lead weight and actual revenue.

2. **Contractor Responsibilities.** Contractor is responsible for the following:
 - a) Provide all labor, equipment, materials, power, water, transportation, storage, plans and permits.
 - b) Present written Work Plan, Health & Safety Plan and Waste Management Plan if requested.
 - c) Obtain all required local, state and federal permits including, but not limited to:
 - Pima County Fugitive Dust Activity Permit (PDEQ Air/SWPPP Compliance – (520) 724-9726)
 - Pima County Grading Permit (if required)
 - Arizona Air Quality Permit (if required)
 - d) Contact City of Tucson Water to obtain nearest water source for dust control and install the required metering and backflow prevention devices.
 - e) Provide Storm Water Pollution and Prevention (SWPPP) and Erosion Control Plans for each project.
 - f) Install erosion control and storm water protection measures such as silt fence, waddles and hay bales to protect work areas, drainages and the environment.
 - g) The safety and security of all company employees, equipment and property while on County sites.
 - h) Coordinate any deviations or project delays with the County Site Representative.

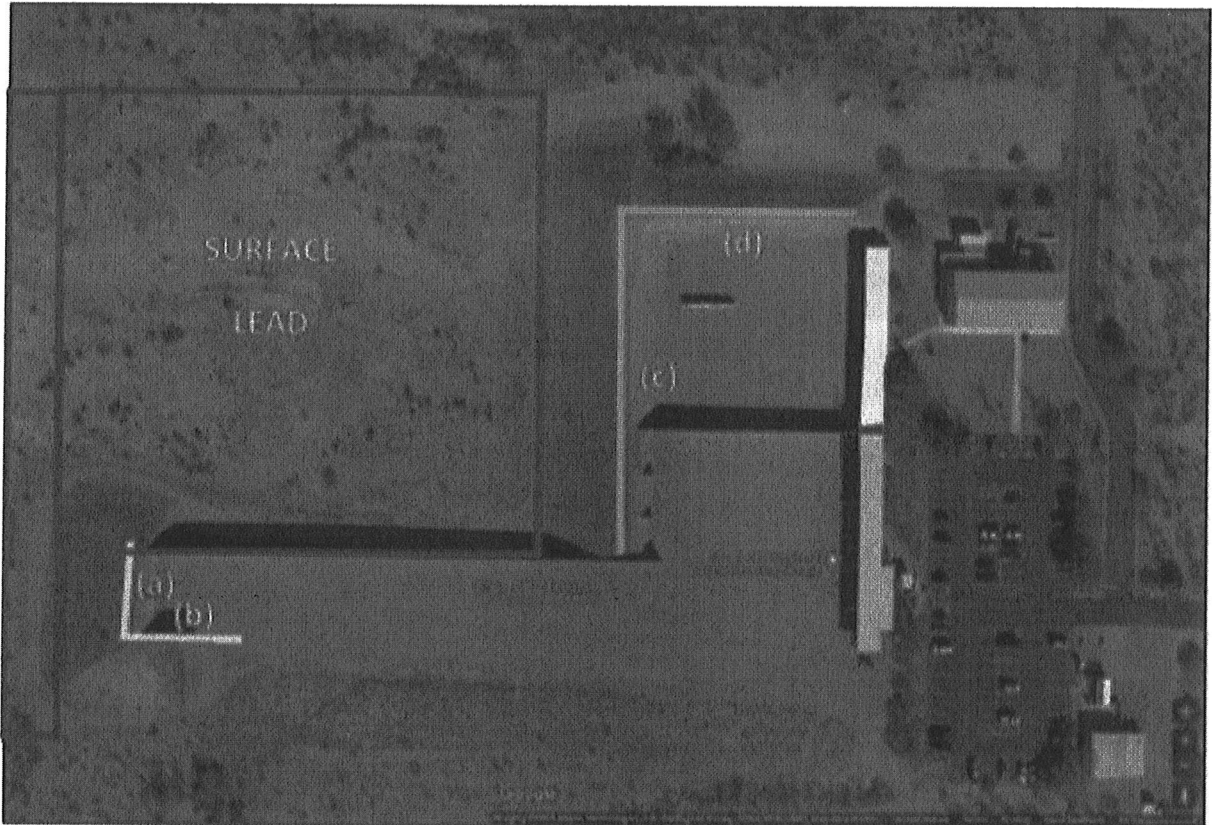
3. **County Responsibilities.** County is responsible for the following:
 - a) Provide Contractor access to site lavatory or restroom facilities and sanitation dumpsters.
 - b) Assist Contractor in obtaining the necessary permits and access to water if needed.
 - c) Review and approve Contractor's SWPPP and Erosion Control Plans prior to operation.

ATTACHMENT 1
SOUTHEAST REGIONAL PARK SHOOTING RANGE (SERP)

11288 S. Harrison Rd. Tucson AZ 85747
32.05158308303135, -110.79380000492013

PIMA COUNTY NATURAL RESOURCES PARKS RECREATION DEPARTMENT

Site Representative	Phone	Email
Cliff Gyves	(520) 724-5752	cliff.gyves@pima.gov
David Hausman	(520) 762-1531	david.hausman@pima.gov



Range/Berm	Width (linear feet)	Face Height (feet)
(a) 200 yd Backstop Berm Impact Zone	80	24
(b) 200 yd Backstop Apron Wall	80	20
(c) 50 yd Backstop Berm Impact Zone	300	24
(d) 50 yd Backstop Apron Area	265	20

- o Dig out 2 feet below surface and remove lead particulates > ¼-inch in size from short berms; remove lead from premises.
- o Rebuild short berms with dirt/earth particulates < ¼-inch in size.
- o Dig out 2 feet below surface and remove lead particulates > ¼-inch in size from long berms; remove lead from premises.
- o Rebuild long berms dirt/earth particulates < ¼-inch in size.
- o Surface-scrape lead from back fall zone behind berms.
- o SERP is a rifle/pistol range open for public shooting Thursday through Sunday. Contractor should make every effort to conduct operations on Monday through Wednesday. Contractor will coordinate necessary range closures for operations with the site representative. County may open certain areas for public shooting if Contractor operations are to be suspended in excess of three (3) days.

ESTIMATED MINABLE LEAD CONTENT: 20 - 40 tons

ATTACHMENT 2

TUCSON MOUNTAIN PARK (TMP)

2405 S. Kinney Rd. Tucson AZ 85735
 32.194080188601585, -111.10505317783167

PIMA COUNTY NATURAL RESOURCES PARKS RECREATION DEPARTMENT

Site Representative	Phone	Email
Cliff Gyves	(520) 724-5752	cliff.gyves@pima.gov
David Hausman	(520) 762-1531	david.hausman@pima.gov



Range/Berm	Width (linear feet)	Face Height (feet)
(a) 100 yd Backstop Berm Impact Zone	120	25
(b) 100 yd Backstop Berm Apron Area	110	15
(c) 100 yd Backstop Berm Apron Area	150	15
(d) 50 yd Backstop Berm Impact Zone	55	15
(e) 50 yd Backstop Apron Area	50	12

- o Dig out 2 feet below surface and remove lead particulates > ¼-inch in size from short berms; remove lead from premises.
- o Rebuild short berms with dirt/earth particulates < ¼-inch in size.
- o Dig out 2 feet below surface and remove lead particulates > ¼-inch in size from long berms; remove lead from premises.
- o Rebuild long berms dirt/earth particulates < ¼-inch in size.
- o Surface-scrape lead from back fall zone behind berms.
- o TMP is a rifle/pistol range open for public shooting Friday through Sunday. Contractor should make every effort to conduct operations on Monday through Thursday. Contractor will coordinate necessary range closures for operations with the site representative. County may open certain areas for public shooting if Contractor operations are to be suspended in excess of three (3) days.

ESTIMATED MINABLE LEAD CONTENT: 2 - 4 tons

ATTACHMENT 3
SOUTHEAST REGIONAL PARK
CLAY TARGET CENTER (CTC)
11295 S. Harrison Rd. Tucson, AZ 85747
32.05074, -110.79048

PIMA COUNTY NATURAL RESOURCES PARKS RECREATION DEPARTMENT

Site Representative	Phone	Email
Cliff Gyves	(520) 724-5752	cliff.gyves@pima.gov
David Hausman	(520) 762-1531	david.hausman@pima.gov



- Surface-scrape lead from back fall zone behind berms.
- CTC is a shotgun range open for public shooting Saturday and Sunday morning and Wednesday evenings. Contractor should make every effort to conduct operations on Monday through Friday. Contractor will coordinate necessary range closures for operations with the site representative. County may open certain areas for public shooting if Contractor operations are to be suspended in excess of three (3) days.

ESTIMATED MINABLE LEAD CONTENT: 25 - 50 tons

END OF EXHIBIT C

OTHER

MT2 Overview

Experience you can trust! *MT2 is the #1 and largest nationwide professional firing range lead reclamation, maintenance, cleaning & construction contractor.* We offer a wide range of outdoor firing range services from routine range maintenance, cleaning, lead/brass reclamation, and recycling, to trap reconstruction, soil stabilization, all the way to remediation and closure, to best serve your range needs. *Our personnel have on average 24 years industry experience* – 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 staff maintain applicable certifications (e.g. OSHA HAZWOPER) and licensing.

✓ **MT2 is the #1 Largest Nationwide Professional Firing Range Lead Reclamation, Maintenance, Cleaning & Construction Contractor Specializing In:**

- **Lead:** Treatment, Screening & Reclamation to MAXIMIZE Your Lead Value
- **Environmental:** EPA & OSHA Consulting, Remediation, Soil/Waste Treatment, and Closure
- **Maintenance:** Soil and Rubber Berms, Traps, Lead Remediation, and Range Improvements
- **Construction:** Renovation, Design/Build, Improvements, Dismantling/Demolition

✓ **MT2 is the Only Nationwide Firing Range Services Provider:** MT2 operates from our network of regional offices and offers full 50 state coverage with OSHA & EPA-certified work teams to provide fast, professional service to fulfill your project needs and schedule. *MT2 has completed over 3,000 firing range projects nationwide*

✓ **Lead Removal & Recycling – MT2 exclusively guarantees the highest value for your range lead:** MT2 has performed lead reclamation in all 50 states nationwide to remove and recycle over 15,000,000 lbs. of lead. *To maximize lead recovery*, MT2 uses our proprietary lead separation systems to separate lead from soils based on size, and “finish” the process by separating lead from like-size materials based on density. *MT2 guarantees to pay the highest percent of LME lead value– we have credited > \$5,600,000 to range owners from lead recycling.*

✓ **Lead Recycling Credit Options:** *MT2 guarantees to pay the highest percent of LME lead value. MT2 is committed to getting you the absolute highest value for your range lead so we offer the opportunity to LOCK IN the lead credit value at: 1) The time of contracting or 2) When we arrive onsite and package the lead - You are in control!* When you use our National Service Team to generate maximum lead recycling credit, the Range receives \$\$ in a check, or as credit at the nation’s leading Firing Range Supply Store with preferred pricing. MT2 has developed a strategic alliance with a national distributor of firearms, ammunition and shooting accessories with a 16,000+ catalog of premium firearms & accessories, they have served retail gun shops, major sporting goods stores, gun clubs, shooting ranges and government agencies since 1984; and are a supplier of nearly 100 of the world’s premier shooting industry manufacturers. *You are not limited to using your lead credit for only bullets or targets and we have negotiated highly preferred pricing for you from filters to firearms.*

✓ **Exclusive Lead-Contaminated Soil and Waste Treatment:** *MT2 utilizes our exclusive patented and proprietary ECOBOND® technology to treat lead-impacted soils/waste during lead maintenance projects to save an average of 50% on waste disposal or to mitigate potential physical, occupational, and*

MT2 is the Nation’s #1 and largest nationwide professional firing range services provider

- >20 years’ experience
- > 3,000 firing range projects nationwide
- Lead Recovery of > 15,000,000 lbs
- MT2 exclusively guarantees to pay the highest percent of LME lead value– we have credited > \$5,600,000 to range owners from lead recycling
- Maintenance, renovation, construction, Design/Build, improvements, soil treatment, and closure
- Successful ECOBOND® treatment of > 10,000,000 tons of lead impacted soils/waste

*environmental hazards associated with high concentrations of lead in range soils; as well as achieve compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs). **ECOBOND® is regularly approved and even specified for use by US EPA and state regulatory agencies.***

- ✓ **MT2's Liability Defender Compliance & Performance Promise:** Your choice of a lead reclamation contractor could expose your range to US EPA hazardous waste fines up to \$50,000 per day (penalties double for subsequent violations) and potential criminal charges. ***A range owner ALWAYS retains responsibility for ALL lead waste and materials derived from their range even if it is their chosen contractor that improperly handles, transports, or disposes of the lead waste.***
 - When you hire MT2, you can rely on and trust our extensive prior track record as the industry leader. In addition, **we are the only lead reclamation company to guarantee performance** with a \$10,000,000 environmental and lead pollution insurance liability coverage package that protects range owners and managers from claims or occurrences of lead hazard violations, penalties, and cleanup expenses.
 - **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. MT2's zero-tolerance for regulatory violations gives range owners the peace of mind that their project will be successfully completed on a guaranteed schedule.
- ✓ **Environmental Stewardship Planning:** MT2 has extensive experience assisting range owners understand and meet recommended firing range Best Management Practices including the ***development of 100's of site-specific Environmental Stewardship Plans to NSSF, NRA, and EPA guidance standards.***
- ✓ **Firing Range Design and Construction:** With over 20 years' experience, MT2 is a fully integrated professional and technical services firm positioned to design and build projects nationwide for public and private sector clients. MT2 was recently recognized as an Inc. 5,000 fastest growing company and is the ***ONLY contractor who is the premier all-in-one solution for firing range assessment, and lead maintenance and reclamation who also provides the fully integrated combination of design and build construction services.*** With our knowledge of federal, state, and local compliance orders, as well as technical and US EPA RCRA requirements, we can manage, monitor, and inspect progress to ensure services are preformed to necessary standards.

Overview of ECOBOND® Technologies

MT2 maintains a broad portfolio of patented and proprietary chemical metals stabilization processes; known as ECOBOND® that provide virtually permanent stabilization of all heavy metals. The MT2 processes are previously approved by the US EPA and are non-hazardous. The resulting treated soils contain extremely stable metal compounds that virtually eliminate the leaching of metals to the environment. The strength and effectiveness of the stabilization has been verified using the EPA's TCLP test parameters and Multiple Extraction Procedure (MEP) tests.

Advantages of ECOBOND® chemical stabilization also include its robust capability and ease of application. The technology can be applied in a wet or dry form and can be used to stabilize metals in-situ or ex-situ. These varied applications make it ideal for use at a wide range of metals contaminated sites. At some sites the technology can be surface applied and mixed into soil in its dry form. At other sites the technology can be sprayed in its wet

MT2 ECOBOND® ADVANTAGE

- **Lower Cost:** Typically 30%-50% lower cost
- **Reduction of Environmental Liability:** Significantly reduces potential of long-term liabilities
- **Proven Technology:** Technology previously approved by EPA and state regulators with guaranteed, field validated reliability
- **Best Available Technology:** Virtually permanent chemical process, strength and durability to 1,000 years verified by EPA approved testing

form onto the contaminated material in a topical fashion. In addition to the technical and application advantages, the cost of utilizing chemical stabilization to treat heavy metals contamination is attractive. By being able to treat metals contamination to EPA RCRA or Universal Treatment Standards (UTS), stabilized waste can often be left on-site rather than transported offsite to a hazardous landfill. The disposal cost savings for stabilized metals can often be measured in the hundreds of dollars per ton.

Table 1 MT2 Metals Treatment Results (TCLP)

Waste Stream	Metals	Pre-Treatment	Post-Treatment	Regulatory Standards	
		TCLP (ppm)	TCLP (ppm)	RCRA (ppm)	UTS (ppm)
Mill Tailing		2,200.0	1.030	5.0	5.000
Sludge		160.0	0.100	1.0	0.110
Mill Tailing		14.0	<0.050	5.0	0.650
Industrial Site		249.0	0.030	100.0	210.0
Industrial Site		980.0	0.250	5.0	0.750
Firing Range		977.0	0.180	5.0	0.750
Mine Tailing		108.0	2.000	NA	4.300
Mill Tailing		190.0	0.890	1.0	5.700
Chemical Waste		500.0	0.070	0.2	0.025

TCLP = Toxicity Characteristic Leaching Procedure