

From: [Courtney, James \(IHS/BIL\)](#)
To: [Kleffner, Erin](#)
Cc: [Huston, Liz](#); [HertzWu, Sara](#); [White, Jim \(IHS/BIL\)](#)
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS
Date: Thursday, November 21, 2019 5:42:31 PM
Attachments: [3791_001.pdf](#)

Erin,

The request is attached with redactions. The redactions consist of a social security number and a birthday. The statement appears on the third page.

Page 35 expresses the assumption of ADAMAS being “exempt from EPA permit/reporting requirements”.

James Courtney, P.E.

LT, USPHS
Environmental Engineer
Billings Area, Indian Health Service
2900 4th Ave., Billings, MT 59101
| P [406.247.7094](tel:406.247.7094) | C [406.696.7284](tel:406.696.7284) | James.Courtney@IHS.gov

From: Kleffner, Erin <kleffner.erin@epa.gov>
Sent: Thursday, November 21, 2019 3:11 PM
To: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Would it be possible for you to redact the SSN?

From: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>
Sent: Thursday, November 21, 2019 4:08 PM
To: Huston, Liz <Huston.Liz@epa.gov>; Kleffner, Erin <kleffner.erin@epa.gov>
Cc: HertzWu, Sara <HertzWu.Sara@epa.gov>; White, Jim (IHS/BIL) <Jim.White@ihs.gov>
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Erin & Liz,

A signed request was submitted to Senator Steve Daines’ office from Nathan Pierce, dated 5/31/19, which states ADAMAS “completed its application of sludge, documented the work performed”. I am unable to email the request due to its inclusion of a social security number.

The request included a copy of a complaint, which included the same statement, made to the Office of Inspector General of the U.S. Department of the Interior.

James Courtney, P.E.

LT, USPHS

Environmental Engineer
Billings Area, Indian Health Service
2900 4th Ave., Billings, MT 59101
| P 406.247.7094 | C 406.696.7284 | James.Courtney@IHS.gov

From: Courtney, James (IHS/BIL)
Sent: Wednesday, November 20, 2019 12:42 PM
To: 'Huston, Liz' <Huston.Liz@epa.gov>; 'kleffner.erin@epa.gov' <kleffner.erin@epa.gov>
Cc: 'HertzWu.Sara@epa.gov' <HertzWu.Sara@epa.gov>
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

From: Courtney, James (IHS/BIL)
Sent: Wednesday, November 20, 2019 12:40 PM
To: 'Huston, Liz' <Huston.Liz@epa.gov>; 'kleffner.erin@epa.gov' <kleffner.erin@epa.gov>
Cc: 'HertzWu.Sara@epa.gov' <HertzWu.Sara@epa.gov>
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

From: Courtney, James (IHS/BIL)
Sent: Wednesday, November 20, 2019 12:33 PM
To: 'Huston, Liz' <Huston.Liz@epa.gov>; 'kleffner.erin@epa.gov' <kleffner.erin@epa.gov>
Cc: 'HertzWu.Sara@epa.gov' <HertzWu.Sara@epa.gov>
Subject: FW: Relevant Information for EPA Region 7 Enforcement with ADAMAS

From: Courtney, James (IHS/BIL)
Sent: Wednesday, November 20, 2019 12:29 PM
To: 'Huston, Liz' <Huston.Liz@epa.gov>; 'Kleffner, Erin' <kleffner.erin@epa.gov>
Cc: 'HertzWu, Sara' <HertzWu.Sara@epa.gov>; White, Jim (IHS/BIL) <Jim.White@ihs.gov>
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Erin & Liz,

You are welcome. Attached is the information described in my email below. Additional information is attached that may be relevant to your filing.

The ADAMAS site safety plan also indicates responsibility for following 503 for the project (attached in "Site Safety Plan ADAMAS", pg. 6).

An email from Nathan Pierce on 4/30/18 indicates ADAMAS construction would perform the application and adhere to 503 requirements (attached in "Re: Map for Lagoon Project").

The schedule submitted by Nathan Pierce includes "Begin Bio-Solid/Sludge Application" and "Land Application Complete" as milestones (attached in "Updated Schedule").

An email from Nathan Pierce on 7/9/18 stating desire to submit a final payment request for application and hauling of the sludge (attached, "Update Lame Deer sludge Removal").

An email from Nathan Pierce on 7/16/18 stating that ADAMAS would be beginning land application of the sludge (attached, "Re: Sludge Application on Tom Robinson Property")

An email from Nathan Pierce on 8/16/18 requesting payment for application of the sludge (attached, "Lame Deer Lagoon Project").

James Courtney, P.E.

LT, USPHS

Environmental Engineer

Billings Area, Indian Health Service

2900 4th Ave., Billings, MT 59101

| P [406.247.7094](tel:406.247.7094) | C [406.696.7284](tel:406.696.7284) | James.Courtney@IHS.gov

From: Huston, Liz <Huston.Liz@epa.gov>

Sent: Wednesday, November 20, 2019 6:17 AM

To: Kleffner, Erin <kleffner.erin@epa.gov>; Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>

Cc: HertzWu, Sara <HertzWu.Sara@epa.gov>

Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

James, We really appreciate your assistance on this. The information described below is really helpful to us. Is there any chance you could email the documents described below? We are especially interested in the invoices for sludge application/equipment and really all invoices related to the entire Lame Deer Sludge Removal project. We have a court filing due next week and we'd like to include the information described below if possible.

Thanks

Liz

From: Kleffner, Erin <kleffner.erin@epa.gov>

Sent: Wednesday, November 20, 2019 6:14 AM

To: James Courtney <james.courtney@ihs.gov>

Cc: HertzWu, Sara <HertzWu.Sara@epa.gov>; Huston, Liz <Huston.Liz@epa.gov>

Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Yes, please send me the information as soon as possible. Thanks!

From: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>
Sent: Tuesday, November 19, 2019 5:56 PM
To: Kleffner, Erin <kleffner.erin@epa.gov>
Cc: White, Jim (IHS/BIL) <Jim.White@ihs.gov>
Subject: FW: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Erin,

I am able to share information that may be of interest to your office for the ongoing enforcement action with ADAMAS. The summary of the information is presented in the below email from November 15, 2019. Please let me know if you are interested in this being sent to you.

James Courtney, P.E.

LT, USPHS
Environmental Engineer
Billings Area, Indian Health Service
2900 4th Ave., Billings, MT 59101
| P [406.247.7094](tel:406.247.7094) | C [406.696.7284](tel:406.696.7284) | James.Courtney@IHS.gov

From: Fahlstedt, Gary (HHS/OGC) <GARY.FAHLSTEDT@HHS.GOV>
Sent: Tuesday, November 19, 2019 2:43 PM
To: White, Jim (IHS/BIL) <Jim.White@ihs.gov>
Subject: RE: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Hi Jim—

Sorry for the delay in responding. It does not appear that any of the information you describe would be subject to the Privacy Act. The Privacy act applies to systems of records where the records are retrievable by a personal identifier such as a name or SSN. Nor does the information need to be released through the Freedom of information Act (FOIA) process since that process does not apply to records released to other federal agencies. So you can share the information with the EPA freely.

Gary Fahlstedt
Assistant Regional Counsel
Department of Health and Human Services, Region VIII
Byron Rogers Federal Building
1961 Stout Street, Room 08-148
Denver, CO 80294
Phone: 303-844-7803

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From: White, Jim (IHS/BIL) <Jim.White@ihs.gov>

Sent: Friday, November 15, 2019 11:43 AM

To: Fahlstedt, Gary (HHS/OGC) <GARY.FAHLSTEDT@HHS.GOV>; Helmer, Burke (IHS/BIL) <Burke.Helmer@ihs.gov>

Cc: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>; White, Jim (IHS/BIL) <Jim.White@ihs.gov>

Subject: FW: Relevant Information for EPA Region 7 Enforcement with ADAMAS

Gary,

This correspondence concerns the Billings Area Sanitation Facilities Program (SFC) and the Lame Deer lagoon sludge removal effort performed by ADAMAS LLC. Although ADAMAS has successfully reached a settlement with the Northern Cheyenne Tribe concerning the sludge removal, ADAMAS continues to be involved in an ongoing enforcement action with the EPA concerning the sludge application. On 11/13/19, the Northern Cheyenne Field Engineer, James Courtney, included me on a phone call he received from EPA Region 7. Erin Kleffner and an EPA attorney, from the Enforcement & Compliance Assurance Division, discussed that ADAMAS Construction is asserting no responsibility for the sludge application meeting 40 CFR 503 (b) regulations. The EPA is not in concurrence with ADAMAS' assertion of not needing to meet the regulations and believes litigation will be necessary for their enforcement action. The SFC program has information that would likely be useful for the EPA's ongoing enforcement action. The EPA would likely be interested in the following information:

- *Email correspondence from ADAMAS' attorney asserting "no possible 503 violation" and that payment will be requested after "a decision in ADAMAS' favor by EPA".*
- *ADAMAS's invoice that includes sludge application.*
- *The agreement between ADAMAS and the Utility (NCUC) that includes payment for sludge application.*
- *Email correspondence from Nathan Pierce on 8/26/18:*
 - *"As you have already represented that there was an agreed settlement of 2/3 of the contract amount or 600,000 gallons of sludge removed, it would seem no further documentation would be required, as it is an agreed settlement between IHS and our company. 600,000 gallon has been removed, applied and hauled per the agreed settlement."*
- *Email correspondence from Nathan Pierce on 7/29/18:*
 - *"Our company will always comply with the rules and regulations necessary to protect the environment and waterways of the United States. It appears from the EPA 503 regulations NCUC and their subcontractors are exempt from EPA permit/reporting requirements."*
 - *"Our company is dedicated to ensuring that this job is complete and that we will make*

sure that it is done within the rules and regulations that apply to the project. I figured our company's dedication to the Northern Cheyenne tribe and its communities, U.S. water ways and the environment would be evident in our company's actions to date."

- *Email correspondence from Nathan Pierce on 6/21/18:*
 - *From the attached "Detailed invoice":*
 - *40 units billed at \$52.50/unit (\$2,100.00) for "Supervision (Sludge Application) pay + Benefits"*
 - *40 units billed at \$738.65/unit (\$29,546.00) for "Sludge Application Equipment"*
- *Email correspondence from Nathan Pierce on 4/21/18:*
 - *"The land application equipment will be a High Flow Liquid Fertilizer wheel injector or other method allowed by EPA and/or MTDEQ rules and regulations to include rain bird sprinklers or pivot lines."*
 - *From the attached SOW:*
 - *"It is understood that ADAMAS and Nathan Pierce have been subcontracted by NCUC to be the project manager and technical consultant for this project."*
 - *"Work will be completed according to the standards of the Northern Cheyenne Tribal Regulations, U.S. Environmental Protection Agency (EPA) including EPA Part 503 Complaint 40 U.S.C. 503 et. seq., Montana Department of Environmental Quality (DEQ) including DEQ Circular 2, Chapter 80-89, and will demonstrate compliance with applicable laws, rules and regulations to include but not limited to the Montana Water Quality Act non-degradation and Hazardous Waste Disposal requirements, Title 75, Chapter 5, MCA and the Federal Water Pollution Control act, 33 U.S.C. 1251 et. seq.,"*
 - *"Sludge will be removed from frack tanks and land applied allowed by the EPA 503 regulations and/or allowed by the MTDEQ."*

Are you agreeable to this information being shared with EPA Region 7?

- Jim White

Jim
James White, P.E., M.E., FAC-COR III
Director, Division of Sanitation Facilities Construction
2900 4th Ave., Billings, MT 59101
(406) 247.7096, jim.white@ihs.gov

James Courtney, P.E.

LT, USPHS
Environmental Engineer
Billings Area, Indian Health Service
2900 4th Ave., Billings, MT 59101
| P [406.247.7094](tel:406.247.7094) | C [406.696.7284](tel:406.696.7284) | James.Courtney@IHS.gov

STEVE DAINES
MONTANA

320 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-2651

COMMITTEES
APPROPRIATIONS
ENERGY AND NATURAL
RESOURCES
FINANCE
INDIAN AFFAIRS

United States Senate

June 3, 2019

Mr. Bryce Redgrave
Acting Area Director
Billings Area Office
Indian Health Service, HHS
2900 4th Avenue North
Billings, MT 59101

Dear Mr. Redgrave:

Enclosed is a copy of correspondence I have received from my constituent, Mr. Nathan Pierce, regarding his concern of projects for the Northern Cheyenne Reservation involving an agreement with the Northern Cheyenne Utilities Commission. I believe you will find the letter self-explanatory.

I would appreciate it if you would review the enclosed letter and provide me with any information that may be helpful to my constituent. Please direct your response to my office at 13 South Willson Avenue, Suite 8, Bozeman, Montana 59715.

Thank you for your attention to this matter. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Daines". The signature is fluid and cursive, with the first name "Steve" and last name "Daines" clearly distinguishable.

Steve Daines
United States Senator

SD/kd

Enclosure

Your Information

Name:

Mr. Nathan Pierce

Address:

16550
Shepherd , MT 59079

Email Address:

adamas.mt.406@gmail.com

Social Security Number:

Phone Number:

4066973022

File/Case Number:

Date Of Birth:

RECEIVED
MAY 31 2019

RECEIVED
MAY 31 2019

Request Details

Which type of office are you working with?

Indian Health Services

List of Family members you can share my information with:

Michelle Pierce 16550 Cottontail Trail Shepherd MT 59079

Please Explain the Problem with the Federal Government:

1. In the Spring of 2018, the IHS entered into an agreement the ("Agreement") with Adamas and the Northern Cheyenne Utilities Commission ("NCUC") for a number of projects to be performed on the Northern Cheyenne reservation, including the Lame Deer Cell 2 Sludge Removal Project- IHS Project BI 16-N39, the Lame Deer Sewer Main Cleaning and Examination - IHS project BI 17-N61, and the IHS Scattered site projects as (hereinafter referred to as the "Projects"). In exchange for its work on the Projects, Adamas agreed to accept as payment \$239,000 for IHS project number BN-16N39, \$130,250 for IHS project number BN-17-N61, and \$200,000 for the scattered sites projects. 2. On May 11, 2018 the Northern Cheyenne Utilities Commission ("NCUC") memorialized some of the terms of the Agreement in a "Fixed Price Construction Agreement," with the SFC under which bio-solids were to be removed from the Lame Deer wastewater treatment facility to certain agricultural lands (the "Sludge Project.") Under the Fixed Price Construction Agreement, Exhibit A, the SFC was obligated to pay: "for completion of the work in accordance with the fixed price documents an amount equal to the sum of the established unit price for each separately identified item of unit price work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the fixed price proposal form. . . . Payment will be for actual quantities as determined by the SFC engineer in accordance with Article 35 of the General Conditions." 3. The Fixed Price Construction Agreement provided for a payment of \$239,000.00 for work performed under pursuant to the Agreement. 4. White signed the Fixed Price Construction Agreement on behalf of SFC, IHS, and the United States. Sheri Bement signed the Fixed Price Construction Agreement on behalf of the Northern Cheyenne Utilities Commission. At the time they signed the Fixed Price Construction Agreement, White and Bement had actual knowledge of and intended that Adamas such Fixed Price Construction Agreement was a component of the Agreement with Adamas pursuant to which Adamas would perform the removal and land application of the bio-solids pursuant to the Agreement in exchange for the \$239,000.00 provided for under the Agreement. 5. White was aware at that time that NCUC did not have the technical expertise or equipment contacts to perform this Project without the participation of Adamas. All project submittals, schedules, site safety plans and other required documents need to award the contracts were on Adamas letterhead and came directly from Adamas and White was aware before the contract was awarded. Adamas had already


briefed IHS, EPA, and the Northern Cheyenne Tribal Council on its approach and technical specifications required for the Projects. 6. At the time White signed the Agreement, he had actual authority to bind the United States to the Agreement. The Fixed Price Construction Agreement provided that "All claims, disputes and other matters in question arising out of, or relating to, the fixed price documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 40, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association." Agreement, Page 19. 7. On May 17, 2018, White, and a number of representatives from the IHS including James Courtney, Quentin Allen, Jason Schneider, and George Cummins held a pre-construction meeting with Nathan Pierce, the owner and operator of Adamas, along with representatives from the Northern Cheyenne Utilities Commission. During the meeting, the parties in attendance agreed: a) Adamas would remove, transport, and apply 1,000,000 gallons of sludge from Cell #2 of the Lame Deer lagoon. b) The duration of the Sludge Project was 60 Days. c) Adamas would be compensated by IHS for its work on the Sludge Project pursuant to the Agreement. d) The role of Adamas in the Sludge Project was intended to be that of a technical consultant and project manager. NCUC was to provide the equipment and NCUC's own personnel were to perform all the work for the project. 8. During the Course of the Projects, IHS referred to Adamas as the "contractor" in written communications with Adamas. 9. During the course of its performance of the work under the Amended Agreement, a dispute arose between Adamas and the NCUC. Such dispute ensued after IHS contacted Adamas and directed Adamas to implement additional site safety measures at the "Julia Rodgers" Scattered Site Project work site. 10. The IHS, NCUC, and Adamas then engaged in discussions about modifications to the Agreement. White, the NCUC, and Adamas agreed to terms of an Amended Agreement. White had actual authority to bind the United States to the Amended Agreement. On June 21, 2018, Nathan Pierce emailed White and other agents of IHS with some of the terms of the Amended Agreement. See Exhibit B (email from Nathan Pierce to IHS, Dated June 21, 2018). Adamas then performed its contractual obligations under the Amended Agreement. The intention of the parties entering the Second Amended Agreement was to give Adamas the direct right to compensation and the right to enforce that right against the HIS and NCUC. 11. A fatal flaw in the project was identified by Adamas and brought to the attention of IHS and NCUC. A meeting was held at the HIS building on August 23, 2018 and IHS and NCUC purported to terminate the Amended Agreement with Adamas. 12. White, on behalf of IHS, and the NCUC engaged in discussions with Adamas on how to resolve the dispute. White, the NCUC and Adamas agreed that Adamas was to be paid by IHS for approximately 2/3 of the work it performed on the Sludge Project under the Agreement ("Second Amended Agreement") See Exhibit C (Email from Dion KILLSBACK dated August 24, 2018). 13. Under the Second Amended Agreement, Adamas was to complete its application of sludge, document the work performed, and then obtain the approval of NCUC and IHS for work performed and Adamas was to receive payment for approximately 2/3 of the payment set forth in the Contract. See Exhibit C. The intention of the parties entering the Second Amended Agreement was to give Adamas the direct right to compensation and the right to enforce that right against the IHS. 14. Adamas then completed its application of sludge, documented the work performed, and submitted such documentation to NCUC and IHS for payment. 15. IHS and NCUC has not paid Adamas for work provided under the Agreement, the Amended Agreement, or the Second Amended Agreements (the "Contracts"). 16. ARTICLE 42: RESOLUTION OF DISPUTES of the Fixed Price Construction Agreement general conditions, states at 42.1 "All claims, disputes and other matters in question arising out of, or relating to, the fixed price documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 40, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof." See Exhibit A. 17. The inclusion of an arbitration clause in a standard-form contract constitutes "clear" manifestation of intent to waive sovereign immunity by the Northern Cheyenne Tribe and the NCUC. 532 U.S. 411 (2001). 18. Adamas has provided a written demand that NCUC and/or HIS pay Adamas for the work and demanded arbitration of the dispute on September 14, 2018. IHS and NCUC has refused to pay Adamas for its work and has refused to arbitrate the dispute. 19. Beginning as early as September of 2018, or sooner, IHS knew that NCUC was defaulting in its duties under the Contract, including failure to make payment to vital parties who were essentially subcontractors, and yet, despite communications of these failures by Adamas and their legal team, IHS failed, this violated the covenant of good faith and fair dealing, as well as 48

C.F.R. § 1.602-2, as the defendant failed to ensure the Plaintiff had impartial, fair, and equitable treatment. 20. On April 2nd 2019 Gary Fahlstead legal council reached-out to Adamas legal counsel Chris Gallus to set a meeting with Adamas, Chris Gallus and IHS Engineers with Mr. Fahlsted on the conference line in the room. 21. On April 5th 2019, Member of IHS. Chris Gallus and Adamas met at the Billing area IHS office, located at 2900 N. 4th Ave., Suite 407 at 2.00 p.m. 22. Mr Pierce from Adamas Construction presented the information showing the agreement made by IHS and NCUC to compensate Adamas for 600,000 or 2/3rd of the contract amount, as detailed by the email from NCUC Legal Council Dion KILLSBACK. IHS asked for 2 weeks to research the fact and asses if they made the second agreement. 23. After a 2 week period passed Gary Fahlsted contacted Adamas legal counsel Chris Gallus to inform him IHS would honor the agreement to compensate Adamas for the 600,000 gallons, with conditions. (See Attached Email from Fahlstead) 24. Adamas and Chris Gallus submitted all required documents and IHS and the NCUC refused to pay Adamas. 25. Chris Gallus sent several emails demanding payment and explaining to IHS and NCUC the hardship this failure to make payment has cased to Adamas and our business. 26. On May 24 2019, Nathan Pierce with Adamas sent an email to Northern Cheyenne Tribal Council Member, Dana Eaglefeathers, and Northern Cheyenne Tribal Administrator, William Walksalong, asking their assistance to help resolve this issue and also to inform them that; 1.) The contract they willingly signed contained and arbitration provision and a court of choice provision 2.) they as the Tribe may have some exposure as, the Supreme Court in C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribe of Oklahoma, ruled that the inclusion of an arbitration clause in a standard-form contract constitutes "clear" manifestation of intent to waive sovereign immunity. 532 U.S. 411 (2001). The court held that although the contract did not clearly mention "immunity" or "waiver," the alternative dispute resolution language – on a standard-form contract – manifested the tribe's intent to waive immunity. 27. On May, 29 2019, Northern Cheyenne Tribal Council Member, Dana Eaglefeathers, called and stated they had and emergency meeting with IHS, NCUC and Tribal Council members, at the NCUC office in Lame Deer Montana. He stated that IHS attempted to solicit the tribe into signing on to joint litigation against Adamas to further frustrate or deign Adams payments for services rendered. Dana acknowledged that "the tribe had waived their sovereignty through the arbitration provision and consequently they would be required to litigate in federal district courts, and argued against such actions. He stated they (IHS) agreed to issue a check for the amount \$95,000.00 only and would not issue the check until Adamas signed a waiver of all claims holding all entities harmless. 28. Adamas Construction has no option other than to sign the agreement under extreme duress and finical hardship, caused by the action of White and the IHS. If Adamas does not sign the agreement it could meet with prolonged finical hardships that may be impossible to recover from. In fact White is also using the US EPA and a way of intimidating Adamas and causing undue pressure and emotional strain. 29. In doing so Mr. James White, and other IHS officials, acted in bad faith to deny ADAMAS the TWICE agreed upon compensation for services rendered. In fact, IHS Individuals, James White, in particular, have actively participated in meetings designed to frustrate resolution of this matter. White is intentionally and unnecessarily denying payment to ADAMAS, which he has agreed to do on at least two separate occasions. In April there was an agreed upon amount which White now wishes to systematically and unjustifiably reduce to \$95,000 and impose other after-the-fact conditions. In doing so White and HIS again violated § 1-304. Obligation of Good Faith. 30. The fact remains that IHS, through NCUC or otherwise, has not paid ADAMAS for work it performed with their knowledge and at their request. Jim White and others have intentionally orchestrated this nonpayment and damaged ADAMAS who has been forced to pay attorneys and incur other costs and lost business. The fact remains that IHS, through NCUC or otherwise, has not paid ADAMAS for work it performed with their knowledge and at their request. Jim White and others have intentionally orchestrated this nonpayment and damaged ADAMAS who has been forced to pay attorneys and incur other costs and lost business. IHS has been enriched on the hardships and duress of Adamas.

Due to the provisions of the Privacy Act of 1974, (Title 5, Section 552A of the U.S. Code), permission in writing is required before making an inquiry on your behalf. Completing and signing this form authorizes U.S. Senator Steve Daines and those acting on his behalf. Your signature also gives U.S. Senator Steve Daines and those acting on his behalf permission to send a copy of this form and any attached letters or supporting documentation to the

appropriate federal agency.

My statements on this form and any attachments are true, complete, and correct to the best of knowledge and belief. I understand that falsification of any of my answers will lead to the rejection of my application and/or immediate dismissal from the program.

Signature: 

Date: 5/31/19

Please sign, and mail to my office:

U.S. Senator Steve Daines
222 N. 32nd Street, Suite 100
Billings, MT 59101



OFFICE OF
INSPECTOR GENERAL
 U.S. DEPARTMENT OF THE INTERIOR

GENERAL
Hotline Complaint Form

Your Hotline Complaint Form E003374 has been submitted for review by the OIG. Please retain this reference number and a copy of your complaint for your records. Thank You.

If you suspect fraud, waste, abuse, misconduct, or mismanagement involving the U.S. Department of the Interior, please complete and submit this form by pressing the SUBMIT button below. If you are unable to submit this form directly online, you may select one of the alternative methods listed at the bottom of this form.

By submitting this complaint, I understand I am providing my name and I agree that the DOI OIG can disclose my name and other information I provide, if necessary, to ensure my issues are addressed.

Fields marked with * are required.

Your Contact Information

First Name * **Nathan**
 Last Name * **Pierce**
 Select Your
 Current Status **Contractor**

If select 'Tribal Member', please include Tribal Affiliation:

Title/Grade
 Address **16550**
 City **Shepherd**
 State **Montana(MT)**
 Zip Code **59079**
 Phone number
 (xxx-xxx-xxxx) * **406-697-3022**
 Email
 (xx@xx.xxx) **adamas.mt.406@gmail.com**

Complaint Information

1. Subject Information: *(Who committed the alleged misconduct/wrongdoing? What is the title/position held by the alleged wrongdoer? Please include names, addresses, and telephone numbers of all subjects. If providing information concerning contractor or grantee fraud, please provide the name of the primary contractor and/or subcontractor,*

type of contract, contract or grant numbers, date of award, and the name of any agency officials.)

Jim White, PE Director, Division of Sanitation Facilities Construction Billings Area Indian Health Service 2900 4th Ave., Billings, MT 59101 P 406.247.7096 | C 405.245.4837 | F 406.247.7229 | jim.white@ihs.gov Gary Fahlstedt Assistant Regional Counsel Department of Health & Human Services Office of the General Counsel, Region VIII Bryon Rodgers Federal Building 1961 Stout Street, room 08-148 Denver, CO 80294 RE: Contract Dispute

2. Victim Information: *(Please include names, addresses, and telephone numbers of all victims, to include Government entities. If the victim is a contractor or grantee, please provide the name of the primary contractor and/or subcontractor, type of contract, contract or grant numbers, date of the award, and the name of any agency officials.)*

Michelle & Nathan Pierce Adamas Construction and Development Services PLLC 16550 Cottontail Tr Shepherd, MT, 59079 406-6978-3022 Victims of contract/s: qLame Deer Cell 2 Sludge Removal Project– IHS Project BI 16-N39, the Lame Deer Sewer Main Cleaning and Examination – IHS project BI 17-N61, and the IHS Scattered site projects as (hereinafter referred to as the “Projects”). In exchange for its work on the Projects, Adamas agreed to accept as payment \$239,000 for IHS project number BN-16N39, \$130,250 for IHS project number BN-17-N61, and \$200,000 for the scattered sites projects.

3. Where did the wrongdoing occur? *(Please provide the bureau, office, or other location, and the city, state, and phone number.)*

Northern Cheyenne Indian Reservation IHS Offices in Billings MT Montana in General

4. When did the wrongdoing occur? *(Please provide times and dates.)*

From the spring of 2018 to present

5. What exactly did the individual do wrong/how was the wrongdoing committed? *(Please provide specific and relevant details concerning the alleged misconduct/wrongdoing, to include any policies, regulations, and laws violated.)*

1. In the Spring of 2018, the IHS entered into an agreement the (“Agreement”) with Adamas and the Northern Cheyenne Utilities Commission (“NCUC”) for a number of projects to be performed on the Northern Cheyenne reservation, including the Lame Deer Cell 2 Sludge Removal Project– IHS Project BI 16-N39, the Lame Deer Sewer Main Cleaning and Examination – IHS project BI 17-N61, and the IHS Scattered site projects as (hereinafter referred to as the “Projects”). In exchange for its work on the Projects, Adamas agreed to accept as payment \$239,000 for IHS project number BN-16N39, \$130,250 for IHS project number BN-17-N61, and \$200,000 for the scattered sites projects. 2. On May 11, 2018 the Northern Cheyenne Utilities Commission (“NCUC”) memorialized some of the terms of the Agreement in a “Fixed Price Construction Agreement,” with the SFC under which bio-solids were to be removed from the Lame Deer wastewater treatment facility to certain agricultural lands (the “Sludge Project.”) Under the Fixed Price Construction Agreement, Exhibit A, the SFC was obligated to pay: “for completion

of the work in accordance with the fixed price documents an amount equal to the sum of the established unit price for each separately identified item of unit price work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the fixed price proposal form. . . . Payment will be for actual quantities as determined by the SFC engineer in accordance with Article 35 of the General Conditions.” 3. The Fixed Price Construction Agreement provided for a payment of \$239,000.00 for work performed under pursuant to the Agreement. 4. White signed the Fixed Price Construction Agreement on behalf of SFC, IHS, and the United States. Sheri Bement signed the Fixed Price Construction Agreement on behalf of the Northern Cheyenne Utilities Commission. At the time they signed the Fixed Price Construction Agreement, White and Bement had actual knowledge of and intended that Adamas such Fixed Price Construction Agreement was a component of the Agreement with Adamas pursuant to which Adamas would perform the removal and land application of the bio-solids pursuant to the Agreement in exchange for the \$239,000.00 provided for under the Agreement. 5. White was aware at that time that NCUC did not have the technical expertise or equipment contacts to perform this Project without the participation of Adamas. All project submittals, schedules, site safety plans and other required documents need to award the contracts were on Adamas letterhead and came directly from Adamas and White was aware before the contract was awarded. Adamas had already briefed IHS, EPA, and the Northern Cheyenne Tribal Council on its approach and technical specifications required for the Projects. 6. At the time White signed the Agreement, he had actual authority to bind the United States to the Agreement. The Fixed Price Construction Agreement provided that “All claims, disputes and other matters in question arising out of, or relating to, the fixed price documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 40, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.” Agreement, Page 19. 7. On May 17, 2018, White, and a number of representatives from the IHS including James Courtney, Quentin Allen, Jason Schneider, and George Cummins held a pre-construction meeting with Nathan Pierce, the owner and operator of Adamas, along with representatives from the Northern Cheyenne Utilities Commission. During the meeting, the parties in attendance agreed: a) Adamas would remove, transport, and apply 1,000,000 gallons of sludge from Cell #2 of the Lame Deer lagoon. b) The duration of the Sludge Project was 60 Days. c) Adamas would be compensated by IHS for its work on the Sludge Project pursuant to the Agreement. d) The role of Adamas in the Sludge Project was intended to be that of a technical consultant and project manager. NCUC was to provide the equipment and NCUC's own personnel were to perform all the work for the project. 8. During the Course of the Projects, IHS referred to Adamas as the “contractor” in written communications with Adamas. 9. During the course of its performance of the work under the Amended Agreement, a dispute arose between Adamas and the NCUC. Such dispute ensued after IHS contacted Adamas and directed Adamas to implement additional site safety measures at the “Julia Rodgers” Scattered Site Project work site. 10. The IHS, NCUC, and Adamas then engaged in discussions about modifications to the Agreement. White, the NCUC, and Adamas agreed to terms of an Amended Agreement. White had actual authority to bind the United States to the Amended Agreement. On June 21, 2018, Nathan Pierce emailed White and other agents of IHS with some of the terms of the Amended Agreement. See Exhibit B (email from Nathan Pierce to IHS, Dated June 21, 2018). Adamas then performed its contractual obligations under the Amended Agreement. The intention of the parties entering the Second Amended Agreement was to give Adamas the direct right to compensation and the right to enforce that right against the HIS and NCUC. 11. A fatal flaw in the project was identified by Adamas and brought to the attention of IHS and NCUC. A meeting was held at the HIS building on August 23, 2018 and IHS and NCUC purported to terminate the

Amended Agreement with Adamas. 12. White, on behalf of IHS, and the NCUC engaged in discussions with Adamas on how to resolve the dispute. White, the NCUC and Adamas agreed that Adamas was to be paid by IHS for approximately 2/3 of the work it performed on the Sludge Project under the Agreement ("Second Amended Agreement") See Exhibit C (Email from Dion KILLSBACK dated August 24, 2018). 13. Under the Second Amended Agreement, Adamas was to complete its application of sludge, document the work performed, and then obtain the approval of NCUC and IHS for work performed and Adamas was to receive payment for approximately 2/3 of the payment set forth in the Contract. See Exhibit C. The intention of the parties entering the Second Amended Agreement was to give Adamas the direct right to compensation and the right to enforce that right against the IHS. 14. Adamas then completed its application of sludge, documented the work performed, and submitted such documentation to NCUC and IHS for payment. 15. IHS and NCUC has not paid Adamas for work provided under the Agreement, the Amended Agreement, or the Second Amended Agreements (the "Contracts"). 16. ARTICLE 42: RESOLUTION OF DISPUTES of the Fixed Price Construction Agreement general conditions, states at 42.1 "All claims, disputes and other matters in question arising out of, or relating to, the fixed price documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 40, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof." See Exhibit A. 17. The inclusion of an arbitration clause in a standard-form contract constitutes "clear" manifestation of intent to waive sovereign immunity by the Northern Cheyenne Tribe and the NCUC. 532 U.S. 411 (2001). 18. Adamas has provided a written demand that NCUC and/or HIS pay Adamas for the work and demanded arbitration of the dispute on September 14, 2018. IHS and NCUC has refused to pay Adamas for its work and has refused to arbitrate the dispute. 19. Beginning as early as September of 2018, or sooner, IHS knew that NCUC was defaulting in its duties under the Contract, including failure to make payment to vital parties who were essentially subcontractors, and yet, despite communications of these failures by Adamas and their legal team, IHS failed to act, this violated the covenant of good faith and fair dealing, as well as 48 C.F.R. § 1.602-2, as the defendant failed to ensure the Plaintiff had impartial, fair, and equitable treatment. 20. On April 2nd 2019 Gary Fahlstead legal council reached-out to Adamas legal counsel Chris Gallus to set a meeting with Adamas, Chris Gallus and IHS Engineers with Mr. Fahlsted on the conference line in the room. 21. On April 5th 2019, Member of IHS, Chris Gallus and Adamas met at the Billing area IHS office, located at 2900 N. 4th Ave., Suite 407 at 2.00 p.m. 22. Mr Pierce from Adamas Construction presented the information showing the agreement made by IHS and NCUC to compensate Adamas for 600,000 or 2/3rd of the contract amount, as detailed by the email from NCUC Legal Council Dion KILLSBACK. IHS asked for 2 weeks to research the fact and asses if they made the second agreement. 23. After a 2 week period passed Gary Fahlsted contacted Adamas legal counsel Chris Gallus to inform him IHS would honor the agreement to compensate Adamas for the 600,000 gallons, with conditions. (See Attached Email from Fahlstead) 24. Adamas and Chris Gallus submitted all required documents and IHS and the NCUC refused to pay Adamas. 25. Chris Gallus sent several emails demanding payment and explaining to IHS and NCUC the hardship this failure to make payment has cased to Adamas and our business. 26. On May 24 2019, Nathan Pierce with Adamas sent an email to Northern Cheyenne Tribal Council Member, Dana Eaglefeathers, and Northern Cheyenne Tribal Administrator, William Walksalong, asking their assistance to help resolve this issue and also to inform them that; 1.) The contract they willingly signed contained and arbitration provision and a court of choice provision 2.) they

as the Tribe may have some exposure as, the Supreme Court in *C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, ruled that the inclusion of an arbitration clause in a standard-form contract constitutes "clear" manifestation of intent to waive sovereign immunity. 532 U.S. 411 (2001). The court held that although the contract did not clearly mention "immunity" or "waiver," the alternative dispute resolution language – on a standard-form contract – manifested the tribe's intent to waive immunity. 27. On May, 29 2019, Northern Cheyenne Tribal Council Member, Dana Eaglefeathers, called and stated they had an emergency meeting with IHS, NCUC and Tribal Council members, at the NCUC office in Lame Deer Montana. He stated that IHS attempted to solicit the tribe into signing on to joint litigation against Adamas to further frustrate or deign Adams payments for services rendered. Dana acknowledged that "the tribe had waived their sovereignty through the arbitration provision and consequently they would be required to litigate in federal district courts, and argued against such actions. He stated they (IHS) agreed to issue a check for the amount \$95,000.00 only and would not issue the check until Adamas signed a waiver of all claims holding all entities harmless. 28. Adamas Construction has no option other than to sign the agreement under extreme duress and finical hardship, caused by the action of White and the IHS. If Adamas does not sign the agreement it could meet with prolonged finical hardships that may be impossible to recover from. In fact White is also using the US EPA and a way of intimidating Adamas and causing undue pressure and emotional strain. 29. In doing so Mr. James White, and other IHS officials, acted in bad faith to deny ADAMAS the TWICE agreed upon compensation for services rendered. In fact, IHS Individuals, James White, in particular, have actively participated in meetings designed to frustrate resolution of this matter. White is intentionally and unnecessarily denying payment to ADAMAS, which he has agreed to do on at least two separate occasions. In April there was an agreed upon amount which White now wishes to systematically and unjustifiably reduce to \$95,000 and impose other after-the-fact conditions. In doing so White and HIS again violated § 1-304. Obligation of Good Faith. 30. The fact remains that IHS, through NCUC or otherwise, has not paid ADAMAS for work it performed with their knowledge and at their request. Jim White and others have intentionally orchestrated this nonpayment and damaged ADAMAS who has been forced to pay attorneys and incur other costs and lost business.

6. What was the effect of the wrongdoing? *(Was there a loss to the government? Did anyone benefit/suffer from the wrongdoing?)*

The fact remains that IHS, through NCUC or otherwise, has not paid ADAMAS for work it performed with their knowledge and at their request. Jim White and others have intentionally orchestrated this nonpayment and damaged ADAMAS who has been forced to pay attorneys and incur other costs and lost business. IHS has been enriched on the hardships and duress of Adamas.

7. Do you have firsthand knowledge of the wrongdoing? *(Please include when and how you gained this knowledge.)*

I am the Business owner and the person suffering the hardships caused by White and IHS.

8. Who else might be aware of this wrongdoing and how does the individual know? *(Please provide names, addresses, and telephone numbers.)*

Michelle Pierce 16550 Cottontail trail Shepherd, MT 59079 406-697-2332 Northern

Cheyenne Tribal Council Member - Dana Eagle Feathers 1-406-740-1397
eaglefeathersdana@yahoo.com, Dana.Eaglefeathers@cheyennenation.com,
Northern Cheyenne Tribal Administrator - William Walksalong
william.walksalong@cheyennenation.com, walksalong59@yahoo.com Chris J.
Gallus Attorney at Law 1423 Otter Road Helena, MT 59602 Ph. (406) 459-8676
chrisjgalluslaw@gmail.com galluslaw@gmail.com Josh Jabalera 1824 Patricia Ln.
Billings, MT 59102 jjabalera@map-inc.org (406) 694-9871

9. What do you believe would be an acceptable remedy to your concerns?

Monetary payment or award for damages, costs, attorney fees, lost business and emotional duress. Disciplinary action for Jim White and IHS Staff. Training for all IHS staff on fair business practices and good faith and fair dealings.

10. Has this allegation been previously reported to the OIG, or any other agency, to include, but not limited to, EEO, MSPB, OSC, or your bureau?

☐ No ☐ Yes

If yes, please provide the dates, who did the review, and the current status of the complaint.

Attachments

If you have supporting documentation, please attach files here

B16-N39 Pre-Construction Meeting Minutes for Sludge Removal 5-17-18.pdf
Killsback - Helmer - Demand for Arbitration.pdf
Packet In order IHS.pdf

** By checking this box, I confirm that the DOI OIG can disclose my name and other information I provide, if necessary, to ensure my issues are addressed.*

If you have additional information pertinent to your complaint, please provide that information via one of the below alternative methods:

- **E-mail:** Complete and submit this form and any supporting documents via email to: oig_hotline@doi.oig.gov
- **Telephone:** OIG Hotline's Toll-Free Number: 1-800-424-5081
- **Fax:** Complete and fax this form and any supporting documents to: 703-487-5402 (Attention: Intake Management Unit)
- **US Mail:** Complete and mail this form and any supporting documents to:
 Office of Inspector General
 Department of the Interior
 1849 C Street NW - Mail Stop 4428
 Washington, D.C. 20240

NCUC Proposal

Lame Deer Sewer Lagoon Sludge Removal

1. The Northern Cheyenne Utility Commission (NCUC) will be the prime contractor on this project and will comply with the provisions of the MOA BI-16-N39 and the provisions of the bid packet.
2. NCUC will sub-contract Adamas Construction and Development Services PLLC (ADAMAS) as the Project Manager and Technical consultant.
3. Adamas will subcontract Chad with Pioneer Technical services for Technical and engineering support and Big Horn Sand and Gravel for sludge transportation.
4. NCUC and ADAMAS or their subcontractors will provide all equipment and personnel to include but not limited to; Flump Dredge Barge, Vac/pump Trucks, Tankers, Godwin 6" Pump, Hydraulic 6" Trash Pump, Hoses, Safety Equipment. (If selected: polymer injection equipment, Eco or Geo Tubes, 90,000 sq ft. poly Liner)
5. IHS will provide NCUC, ADAMAS, with all available GIS, CAD, Topographic, and other data before project begins. IHS will also provide engineering support for the project.

Sludge Removal Minimum Dewatering

ITEM DISCRIPTION	Unit	Unit Price	qty	total
Mobilization/Demobilization	ls	51,000.00	1	51,000.00
Sludge Removal	Gal	\$.091	1,000,000	\$91,000.00
Bio-solid Sludge Transportation	Gal	\$.068	1,000,000	\$68,000.00
Sludge Application	Gal	\$.029	1,000,000	\$29,000.00
TOTAL				\$239,000.00

Sludge Removal w/Dewatering *no polymer*

ITEM DISCRIPTION	Unit	Unit Price	qty	total
Mobilization/Demobilization	ls	51,000.00	1	51,000.00

Sludge Removal w/ Dewatering	Gal	\$.81	1,000,000	\$81,000.00
Bio-solid Sludge Transportation	Gal	\$.065	1,000,000	\$65,000.00
Sludge Application	Gal	\$.029	1,000,000	\$29,000.00
TOTAL				\$226,000.00

Sludge Removal w/Dewatering **Polymer Added**

ITEM DISCRIPTION	Unit	Unit Price	qty	total
Mobilization/Demobilization	ls	51,000.00	1	51,000.00
Sludge Removal w/ Dewatering	Gal	\$.18	1,000,000	\$180,000.00
Bio-solid Sludge Transportation	Gal	\$.065	1,000,000	\$65,000.00
Sludge Application	Gal	\$.029	1,000,000	\$29,000.00
TOTAL				\$325,000.00

10-10-2009
10.5.1 - AGREEMENT BETWEEN NCUC AND SFC

This Agreement, dated, October 10, 2009, between The NCUC, and SFC, in consideration of the mutual covenants set forth, agree as follows:

ARTICLE 1: WORK

1.1 NCUC shall complete all work as specified or indicated in the fixed price Documents. The work is generally described as removal and land application of bio-solids from the Lame Deer wastewater treatment facility to identified agricultural lands. An agreement must be in place before application may begin. It is the responsibility of NCUC to negotiate the application of the bio-solids with the land owner, and to apply the bio-solids in a method that is approved by Northern Cheyenne Environmental Protection Department (NCEPD), Tribal laws and regulations, and EPA requirements.

ARTICLE 2: THE PROJECT

2.1 The project for which the work under the fixed price documents may be whole or only a part is generally described as follows: EHS Project B16N39 - Lame Deer Lagoon Renovation, Cell 2 sludge removal.

ARTICLE 3: ENGINEER

3.1 The project has been designed by: Billings Area Indian Health Service ("SFC Engineer") who is to act as SFC's representative, assume all duties and responsibilities and have the rights and authority assigned to SFC Engineer in the fixed price documents in connection with completion of the work in accordance with the fixed price documents.

ARTICLE 4: FIXED PRICE TIME

4.1 Time of the essence. All the time limits for milestones, if any, substantial completion, and readiness for final payment as stated in the fixed price documents are of the essence of the fixed price agreement.

4.2 Days to achieve substantial completion: The work will be substantially complete within 14 consecutive calendar after the date when the fixed price time commences to run as provided in Article 24 of the General Conditions.

4.3 SFC and NCUC recognize that time is of the essence for this agreement and work is to be completed as described in 4.02.

ARTICLE 5: FIXED PRICE

5.1 SFC shall pay NCUC for completion of the work in accordance with the fixed price documents an amount equal to the sum of the established unit price for each separately identified item of unit price work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the fixed price proposal form. Estimated quantities used for fixed price proposal purposes are not guaranteed. Payment will be for actual quantities as determined by the SFC Engineer in accordance with Article 35 of the General Conditions.

ARTICLE 6: PAYMENT PROCEDURES

6.1 Payment procedures shall be in accordance with the General Conditions.

ARTICLE 7: NCUC'S REPRESENTATION

7.1 NCUC has fulfilled all representations as listed in Section 9500, Article 3.1 A through J inclusive.

ARTICLE 8: FIXED PRICE DOCUMENTS:

8.1 Contents

1. The Fixed price documents consists of all pages of the following:
 1. This Agreement.
 2. Fixed Price Proposal.
 3. General Conditions.
 4. Supplementary Conditions.
 5. Labor Provisions.
 6. General Provisions listed in the Table of Contents.
 7. Technical Provisions listed in the table of contents.
 8. Drawings consisting of one sheet.
 9. Addenda (numbers _____ to _____).
 10. Exhibits to this agreement:
 - a. NCUC's Fixed Price Proposal.
 - b. Documentation submitted by NCUC prior to proposal agreement, and approved by SFC and NCUC.
 11. The following, which may be measured and delivered on or after Effective Date Agreement, are not attached:
 - a. Written Amendments.
 - b. Work Change Directives.
 - c. Change Order.
 - d. Field Order.
 12. The documents listed in paragraph 8.1.10 are attached to this Agreement (except as expressly noted otherwise above).
 13. There are no Agreement Documents other than those listed above in this Article 8.
 14. The Agreement Documents may be amended to provide for additions, deletions, and revisions in the work or to modification terms and conditions thereof by a change in proposal and work. The requirements of Agreement documents may be supplemented, and minor variations and deviations in the work may be authorized, by a Field Order, Engineer's approval of a Shop Drawing, and/or Engineer's written instructions and satisfaction only after SFC Engineer's approval.


ARTICLE 9: TERMINATION AND CANCELLATION

9.1 Termination: The time period in this Agreement which is defined in paragraph 9.1.1 of the General Conditions shall apply to the time indicated


Page 7 of 10

FORM - FIXED PRICE PROPOSAL FORM

Item	Description	Quantity	Units	Unit Price	Item Price
1.	Mobilization		ls	\$ 000.00	\$ 000.00
2.	Sludge Removal	1,000,000	gal	\$ 0.00	\$ 000.00
3.	Sludge Transport	1,000,000	gal	\$ 0.00	\$ 000.00
4.	Sludge Application	1,000,000	gal	\$ 0.00	\$ 000.00
Total Fixed Price Proposal:					\$ 000.00


 President, Northern Cheyenne Tribe

05.1.2018
 Date


 Director, NCUC

5/1/18
 Date


 Director, SFC

5/1/18
 Date

Note: Quantities are estimated. Payment will be based on actual quantities installed. Payment beyond estimated quantities are not guaranteed. Approval is required before NCUC will exceed 1,000,000 gallons of sludge removal, transport, or application. All fixed price proposals will be automatically rounded up to the nearest \$100 dollars.

In the General Conditions.

IN WITNESS WHEREOF, SFC and NCJJC have signed 2 copies of Agreement. One copy/each party have been delivered to SFC and NCJJC.

This Agreement will be effective on 27/11/2019 (which is the effective date of the Agreement).

NCJJC: James Dineen SFC: James Dineen

By: James Dineen Signature of Authorized Representative By: James Dineen Signature of Authorized Representative

Address for giving notices: James Dineen Address for giving notices: James Dineen
1000 10th Street 1000 10th Street
San Francisco, CA 94103 San Francisco, CA 94103
Phone: 415-774-6000 Phone: 415-774-6000
Fax: 415-774-6000 Fax: 415-774-6000
E-mail: james.dineen@ncjjc.org E-mail: james.dineen@ncjjc.org

Name: James Dineen Name: James Dineen
 Title: SFC Title: SFC
 Address: 1000 10th Street Address: 1000 10th Street
San Francisco, CA 94103 San Francisco, CA 94103
 Phone: 415-774-6000 Phone: 415-774-6000
 E-mail: james.dineen@ncjjc.org E-mail: james.dineen@ncjjc.org

END OF SECTION



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service
Indian Health Service

Date: May 18, 2018
From: James Courtney, EIT
Subject: Pre-Construction Meeting Minutes
Project: B116-N39: Lame Deer Lagoon Sludge Removal
To: Record

Billings Area
Indian Health Service
1800 4th Avenue NW
Bldg. 300
Billings, MT 59102

A Pre-Construction meeting for the above referenced project was held on Thursday May 17th, 2018 from 1300 to 1500 hours at the Billings Area IHS SFC conference room in Billings, MT. The meeting also addressed the pre-construction of the Northern Cheyenne Scattered Housing work. Quentin Allen led the portion of the meeting covering the pre-construction for the Scattered Housing work.

The following were in attendance:

James Courtney, IHS, Project Engineer
Jim White, IHS SFC Director
Quentin Allen, IHS Engineer
Jason Schneider, IHS Engineer
George Cummins, IHS Construction Inspector
Sheri Bement, Northern Cheyenne Utilities Commission (NCUC) General Manager
Dion Kilsbuck, NCUC Attorney
Nathan Pierce, Subcontractor to NCUC / ADAMAS PLLC
Michelle Pierce, Affiliate of ADAMAS PLLC

In addition to the attached Pre-Construction Meeting Agenda, the following items were discussed:

- I stated that because the project is funded by the EPA, the IHS is restricted for how the funds may be spent.
- I reiterated that NCUC is responsible for the sludge removal work and that IHS's relationship isn't with ADAMAS PLLC for this project.
- Nathan Pierce asked about what the process would be if additional sludge would be required to be removed. I responded that the agreement requires a notification from NCUC when 90% of the sludge is removed and that the possibility of additional sludge being removed could be addressed at that time.
- I stated that soil testing should be considered if the sludge will be applied to land that hasn't been tested in accordance with the EPA 503 requirements and that NCUC is ultimately responsible for following the requirements.
- I stated that Sheri, Nathan, and I visited the site on 5/16/18 and that the sludge removal plan appeared to be appropriate.
- At the conclusion of addressing the items in the agenda, there were no questions.

If there are any questions or additional comments, please contact me at (406) 247-7034.

Attachments: Pre-Construction Meeting Agenda

James Courtney, EIT

CC: Jim White, PE, Billings Area IHS, SFC Director
Project File: B116-N39

Lame Deer Lagoon Sludge Removal

IHS Project: BI 16-N39

PRE-CONSTRUCTION MEETING AGENDA

May 17, 2018

INTRODUCTIONS:

CONTACTS:

Project Engineer / Manager:
James Courtney, EIT
Billings Area Indian Health Service
2900 4th Ave. N.
Billings, MT 59101
James.Courtney@IHS.gov
(406) 247-7094

IHS SFC Director:
Jim White
Billings Area Indian Health Service
2900 4th Ave. North
Billings, MT 59101
Jim.White@IHS.gov
(406) 247-7096

IHS Engineer:
Quentin Allen, PE
Billings Area Indian Health Service
2900 4th Ave. N.
Billings, MT 59101
Quentin.Allen@IHS.gov
(406) 247-7092

Northern Cheyenne TERO Office:
(406) 477-6287

Construction Inspector:
George Cummins
Lame Deer Service Unit
Indian Health Service
George.Cummins@IHS.gov
(406) 477-4420

NCUIC General Manager:
Sheri Bement
Northern Cheyenne Utilities Commission
Bement.Sheri@gmail.com
(406) 208-8547

Subcontractor:
Nathan Pierce
ADAMAS PLLC
16550 Conontail Trail
Shepherd, MT. 59079
adamass.mt.406@gmail.com
(406) 697-3022

PROJECT OVERVIEW:

- o Project funded by EPA
 - o The Fixed Price Agreement is between the Northern Cheyenne Tribe and the Indian Health Service.
 - o Project Duration: 60 Days
 - o Date of Substantial Completion: 14 consecutive calendar days after notice to proceed
- PROJECT SCOPE
- o Removal, transport, and application of 1,000,000 gal of sludge from Cell #2 of the Lame Deer Lagoon

REVIEW OF PROJECT CONTRACT DOCUMENTS:

- o NCUC and any of NCUC's Subcontractors doing work on this project are required to obtain applicable registration with the Northern Cheyenne Tribal Employment Rights Office ("TERO").
- o Storage areas. Must be obtained and paid for by NCUC. Areas shall be authorized or approved by SFC.
- o Safety: NCUC will be required to assign a "competent person" to ensure that construction is performed in accordance with ALL OSHA safety requirements. Contractor shall have an accident prevention and safety program.
- o Work Days and Hours: Construction work will not be permitted on Saturdays, Sundays, nor on Federal, State, or Tribal holidays, unless approved in writing by Engineer. Notice shall be written at least three days in advance.

TECHNICAL PROVISIONS:

- o The Construction General Permit (CGP) and the Storm Water Pollution Prevention Plan (SWPPP) is incidental to the project and is to be provided as a submittal to the engineer.
REFERENCE: <http://water.epa.gov/polwaste/npdes/index.cfm>
- o Cleanup of the site and final grading is incidental to the contract.

PLANS:

- o Existing Utilities: contractor is responsible for locating all existing utilities prior to any excavation.
- o Cleanup of the site and final grading is incidental to the contract.

CONTRACTOR QUESTIONS:

SITE VISIT:

CONSTRUCTION

Cummins, George (IHS/SIL) <George.Cummins@ihs.gov>
To: "adamas.mt406@gmail.com" <adamas.mt406@gmail.com>

Wed, Jun 20, 2016 at 7:43 AM

Good Morning, we need a trench box to connect to sewer main at Rodgers it's pretty unsafe without it.
Thanks

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>
To: "Cummins, George (IHS/SIL)" <George.Cummins@ihs.gov>
Cc: Sheri Bement <bement.sheri@gmail.com>

Wed, Jun 20, 2016 at
7:48 AM

George,

agree and the NCUC crew has been given that directive several times over that last three days.

I recommend contacting Sheri Bement and informing her or her project manager for the scattered site work.

Best regards,

Nathan Pierce ADAMAS Construction and Development Services PLLC
Bureau of Reclamation



ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Lame Deer Projects

4 messages

ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Thu, Jun 21, 2018 at
9:38 PM

To: Sheri Bement <bement.sheri@gmail.com>, "Courtney, James (IHS/BIL)" <James.Courtney@ihs.gov>, "White, Jim (IHS/BIL)" <Jim.White@ihs.gov>, Dion Killsback <dkillsback77@gmail.com>, Doris Limberhand <d_lhand@yahoo.com>, "Allen, Quentin B (IHS/BIL)" <Quentin.Allen@ihs.gov>, doris.ncuc@gmail.com

Good Evening,

I appreciate everyone's willingness to work towards the compromise that we all agreed to, in order to keep these projects on track, for benefit of the Lame Deer Community and the Northern Cheyenne Nation.

As per this afternoons phone conversation, between NCUC, IHS/SFC & ADAMAS, this email is written confirmation of Adamas Construction agreeing to the following:

1. NCUC - Sheri Bement will be taking over the project management and responsibilities of the scattered site projects. ADAMAS Construction will be reimbursed for payroll paid to NCUC employees for Julie Rodgers project and Supervision time spent by Nathan Pierce on this project. NCUC will call ADAMAS if needed for scattered site projects.
2. ADAMAS - Nathan Pierce will be the project manager for the Sludge removal project with the understanding that NO NCUC equipment and or staff will be used for this project, at the request of NCUC. ADAMAS will use their employees only and reserves the right to hire other labor if needed, from the Northern Cheyenne TERO office.
3. ADAMAS - Nathan Pierce will be Project Manager and responsible for the Lame Deer Sewer and Camera Cleaning project. ADAMAS agrees to use NCUC employees Jace Frank Backbone, and Loy (last name unknown) at the request of NCUC. NCUC agrees that while NCUC employees are working for ADAMAS they will follow the directives of Nathan Pierce and ADAMAS. If NCUC employees fail to do their Job responsibilities or follow the directives of Nathan Pierce or ADAMAS, they will be sent back to NCUC for disciplinary actions. ADAMAS will not be allowed to use any NCUC equipment for this work, per NCUC's request.

One request that we have, is that we do a change order for the removal or cutting of the Cattails, this is a duty that falls under the regular maintenance requirements for the lagoons, however they have not been cut this year and obstruct the working area of the pond?? We have the equipment on site to perform this task.

Please send email confirmation if you agree.

Best Regards,

--
Nathan Pierce - Owner/General Manager

ADAMAS Construction & Development Services PLLC
PH: 1-406-697-3022
EMAIL: ADAMAS.MT.406@GMAIL.COM
CONTRACTOR REGISTRATION# 228701

~ Building the Future with the Environment in Mind ~

~ GENERAL CONTRACTOR - COMMERCIAL - INDUSTRIAL - RESIDENTIAL - MUNICIPAL ~

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>
To: voaxaa@hotmail.com

Thu, Jun 28, 2018 at
8:06 AM

Email # 2 Lame Deer projects.

[Quoted text hidden]

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>
To: "J. Andrew Person" <japerson@garlington.com>

Fri, Aug 31, 2018 at
3:31 PM

----- Forwarded message -----

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Date: Thu, Jun 21, 2018 at 9:36 PM

Subject: Lame Deer Projects

To: Sheri Bement <bement.sheri@gmail.com>, Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>, White, Jim (IHS/BIL) <Jim.White@ihs.gov>, Dion Killsback <dkillsback77@gmail.com>, Doris Limberhand <d_lhand@yahoo.com>, Allen, Quentin B (IHS/BIL) <Quentin.Allen@ihs.gov>, <coris.ncuc@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>
To: lavonne.king@cheyennenation.com

Fri, Aug 31, 2018 at
3:33 PM

Lavonne,

Please find the attaches email where our company say we reserve the right to use TERO.

----- Forwarded message -----

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Date: Thu, Jun 21, 2018 at 9:38 PM

Subject: Lame Deer Projects

To: Sheri Bement <bement.sheri@gmail.com>, Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>, White, Jim (IHS/BIL) <Jim.White@ihs.gov>, Dion Killsback <dkillsback77@gmail.com>, Doris Limberhand <d_lhand@yahoo.com>, Allen, Quentin B (IHS/BIL) <Quentin.Allen@ihs.gov>, <coris.ncuc@gmail.com>

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[Quoted text hidden]

3-000

ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Update LD lagoon project

ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Tue, Jun 26, 2018 at
3:59 AM

To: Sheri Bement <bement.sheri@gmail.com>, Dion Killpack <ckillpack77@gmail.com>, Doris Limberhand <d_lhand@yahoo.com>, "Courtney, James (IHS/SIL)" <James.Courtney@ihs.gov>
Cc: "White, Jim (IHS/SIL)" <Jim.White@ihs.gov>, "Cummins, George (IHS/SIL)" <George.Cummins@ihs.gov>, "Allen, Quentin B (IHS/SIL)" <Quentin.Allen@ihs.gov>

Good morning,

This is a quick update on the Lame Deer Lagoon sludge removal project.

1. We had an electrician from Coalstrip Electric wire the FLUMP disconnect panel to supply electricity to the dredge. (See attached photos)
2. All tanks, pumps, hoses, dredge, pipe and fitting are on site and connected or ready to be connected. We are ready to begin work on pumping today Tuesday, June 26th 2018. (See attached photos)
3. Update given to NCUC Forman Raymond Pine 11:30am and again at 4:15pm. Raymon inspected electrical work to verify it was completed.
4. Had visit from IHS/SFC James Courtney & Jason Schneider to inspect the completion of mobilization. James informed me, he considered mobilization to be complete and satisfactory, however he wanted Jim White make the final determination.
5. We had to have one part custom fabricated from Billings irrigation supply, in order to get the dredge pipe to be comparable with the frac tanks. (See attached photos)

With mobilization complete we are requesting final disbursement of mobilization funds and will send appropriate invoice.

Best regards,

Nathan Pierce

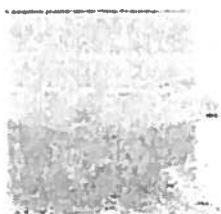
Adamas Construction and Development Services PLLC

4 attachments



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4349K

20180625_111623.jpg
2821K



20130625_111736.jpg
4521K



20130625_134126.jpg
5340K

ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Update LD lagoon project

White, Jim (IHS/BIL) <Jim.White@ihs.gov> Tue, Jun 26, 2018 at 9:29 AM
To: ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>, Sheri
Sement <sement.sheri@gmail.com>, Dion Kilsback <d.kilsback77@gmail.com>, Doris Limberhand
<d_lhand@yahoo.com>, "Courtney, James (IHS/BIL)" <James.Courtney@ihs.gov>
Cc: "Cummins, George (IHS/BIL)" <George.Cummins@ihs.gov>, "Allen, Quentin B (IHS/BIL)"
<Quentin.Allen@ihs.gov>

Thank you for the update, James is taking his seismic portion of the PE this week. Our staff processing the
final portion of the Modification.

Jim White, PE

Director, Division of Sanitation Facilities Construction

Billings Area Indian Health Service

1000 14th St. S. Billings, MT 59101

T 406.247.7096 | C 405.245.4337 | F 406.247.7229 | jim.white@ihs.gov

From: ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC [mailto:adamas.mt.406@gmail.com]
Sent: Tuesday, June 26, 2018 9:00 AM

To: Sheri Sement <sement.sheri@gmail.com>; Dion Kilsback <d.kilsback77@gmail.com>; Doris
Limberhand <d_lhand@yahoo.com>; Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>
Cc: White, Jim (IHS/BIL) <Jim.White@ihs.gov>; Cummins, George (IHS/BIL)
<George.Cummins@ihs.gov>; Allen, Quentin B (IHS/BIL) <Quentin.Allen@ihs.gov>
Subject: Update LD lagoon project

View in browser



ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.405@gmail.com>

Update LD lagoon project

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC

Mon, Jul 9, 2018 at

<adamas.mt.405@gmail.com>

12:34 PM

To: "Courtney, James (IHS/BIL)" <James.Courtney@ihs.gov>, "White, Jim (IHS/BIL)" <Jim.White@ihs.gov>
"Allen, Quentin B (IHS/BIL)" <Quentin.Allen@ihs.gov>

James,

Here is the email sent by Jim White on June 26th 2018, indicating he would process payment that day. It has been almost 2 weeks since you came to the site and considered mobilization complete, yet we still have not recieved payment.

This give me considerable apprehension about us getting paid if we pump the sludge from the ponds.

We want to work with you and your organization and maintain a good working relationship, prompt payments will help us maintain a positive credit rating with our suppliers, so we can offer you the best equipment and materials for your future projects.

Thank you for your business.

Nathan Pierce

Adamas Construction and Development Services
Owner/Operator

3-11-18

ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

Update LD lagoon project

Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>

Thu, Jul 12, 2018 at 11:26 AM

To: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Cc: "Allen, Quentin B (IHS/BIL)" <Quentin.Allen@ihs.gov>, "White, Jim (IHS/BIL)" <Jim.White@ihs.gov>

Hi,

We are anticipating the remaining mobilization payment being transferred in a middle of next week.

James Courtney, E.I.T.

LTJG, USPHS

Environmental Engineer

Billings Area, Indian Health Service

2900 4th Ave., Billings, MT 59101

P 406.247.7094 | C 406.696.7284 | James.Courtney@IHS.gov

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC [mailto:adamas.mt.406@gmail.com]
Sent: Monday, July 9, 2018 12:34 PM

To: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>; White, Jim (IHS/BIL) <Jim.White@ihs.gov>; Allen, Quentin B (IHS/BIL) <Quentin.Allen@ihs.gov>
Subject: Fwd: Update LD lagoon project

This is text report

ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES, LLC
ATTENTION: JAMES COURTNEY
406.247.7094

Follow-Up from Meeting Last Thursday

Courtney, James (H/S/BIL) <James.Courtney@lhs.gov> Fri, Apr 6, 2018 at 3:16 PM
To: ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES, LLC <adamas.mt406@gmail.com>
Cc: Sheri Bement <bement.sheri@gmail.com>, "White, Jim (H/S/BIL)" <Jim.White@lhs.gov>, Dion Killback <dkillback77@gmail.com>

James Courtney is looking forward to meeting with you and your team on Tuesday, April 10th at 1:00 PM. The meeting will be held at the Indian Health Service (IHS) office in Billings, MT. The purpose of the meeting is to discuss the progress of the project and to provide updates on the schedule and budget. We will also discuss the timeline for the project and the timeline for the budget. We will also discuss the timeline for the project and the timeline for the budget.

James Courtney, E.I.T.

LTVG, USPHS

Environmental Engineer

Billings Area, Indian Health Service

2900 4th Ave., Billings, MT 59101

(P 406.247.7094 | C 406.696.7284 | James.Courtney@lhs.gov

From: ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES, LLC (mailto:adamas.mt406@gmail.com)

Sent: Thursday, April 5, 2018 12:12 AM

To: Courtney, James (H/S/BIL) <James.Courtney@lhs.gov>

Cc: Sheri Bement <bement.sheri@gmail.com>; White, Jim (H/S/BIL) <Jim.White@lhs.gov>; Dion

Killback <dkillback77@gmail.com>

Subject: Re: Follow-Up from Meeting Last Thursday

Hi James

I can meet on Tuesday afternoon at your office in Billings. As NOC is the system owner/operator and prime contractor on this project, Sheri and Dion should also be in attendance.

I will put together all the information that you requested.

Best regards

 • Virus-free • [Outgoing Mail](#)

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ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC
<adamas.mt406@gmail.com>

Follow-Up from Meeting Last Thursday

Courtney, James (IHS/BIL) <James.Courtney@ihs.gov> Wed, Apr 4, 2018 at 4:31 PM
To: ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC <adamas.mt406@gmail.com>
Cc: Sheri Zement <zement.sheri@gmail.com>, "White, Jim (IHS/BIL)" <Jim.White@ihs.gov>, Dion Killisback <dckillisback77@gmail.com>

Hi Jim,

Thank you for the cost estimate for the Jame Deer sewer main clearing and inspection. Starting the work soon sounds like a good idea to me. Are you available to meet at the IHS Billings office next Tuesday at 8 AM or sometime after 2 PM to discuss the project?

We are interested in the qualification data specified in Section 88105 in the bid packet. This includes:

- A. List of five similar jobs completed.
- B. List of personnel to be performing the work, including number of years performing similar work and the qualifications for operating proposed equipment.
- C. List of equipment to be used for performing the work, including equipment specifications and instructions.

The equipment list and descriptions should demonstrate the ability to meet the requirements under Section 88105 under subsections SEWERMAIN AND MANHOLE CLEANING and SEWERMAIN AND MANHOLE INSPECTION.

We are interested in getting both of these projects started as soon as possible too. If you have the estimate and submit it for the sewage removal project by this Monday, we can start getting through the approval process for this work as well on Tuesday if you are able to meet.

James Courtney, E.I.T.

LTJG, USPHS

Environmental Engineer

Billings Area, Indian Health Service

2900 4th Ave., Billings, MT 59101

| P 406.247.7094 | C 406.696.7284 | James.Courtney@IHS.gov

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC [mailto:adamascmt406@gmail.com]

Sent: Tuesday, April 3, 2018 5:14 PM

To: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>

Cc: Sheri Bement <bement.sheri@gmail.com>; White, Jim (IHS/BIL) <Jim.L.White@ihs.gov>; Dion

Killsback <dckillsback77@gmail.com>

Subject: Re: Follow-Up from Meeting Last Thursday

Date: 20180403

Payments

Dion KILLSBACK <dkillsback77@gmail.com>

Fri, Aug 24, 2018 at 4:52 PM

To: ADAMAS CONSTRUCTION AND DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>

Cc: Doris Limberhand <d_lhand@yahoo.com>, "White, Jim (IHS/SIL)" <Jim.White@ihs.gov>, Jace <voaxaa@hotmail.com>

Mr. Pierce

Thank you for your email. I am the attorney for the Northern Cheyenne Utilities Commission. I do not have an attorney-client relationship with ADAMAS Construction, nor have I held myself out to represent ADAMAS Construction either directly or indirectly. I have informed you that the NCUC is responsible for the performance of the sludge removal and ADAMAS Construction, as a sub-contractor, I represented the NCUC's interest in trying to complete the project and subsequently engaged in attempting to resolve the calculation of overall sludge removal on NCUC and ADAMAS Construction's behalf. It is in this context and only in this context I represented both NCUC and ADAMAS Construction met with Indian Health Service on August 21, 2018 in an attempt to salvage the sludge removal project for Lame Deer Lagoon.

However, the Indian Health Service has recommended to cancel the contract for the sludge removal. The NCUC has cancelled the contract. Upon the cancellation it was understood that ADAMAS Construction would complete the application of the remaining stored sludge; and that ADAMAS Construction would provide documentation of the volume of application to NCUC in order to process payment.

Indian Health Service and NCUC and ADAMAS Construction have agreed to a settlement of the sludge removal at 600,000 gallons or approximately 2/3 of the overall contract, where ADAMAS Construction will be compensated accordingly.

In order to process your payment there are several things that must occur: 1) application of sludge should be completed; 2) the documentation to support your work should also be completed; 3) NCUC and IHS will review the work completed and supporting documentation; 4) once both NCUC and IHS have been satisfied with the submissions from ADAMAS Construction, a waiver and release of claims will be need to be executed by you; 5) payment will be processed, minus any costs associated.

The Northern Cheyenne Tribe, the President, Administrator and Tribal Council do not have any authority to process payment or expedite the process outlined above. Allegations and statements that go beyond the sludge removal work are not relevant for processing this payment, and if anything only complicate matters for NCUC and may actually cause delay in the processing of payment.

I am not authorized to provide you legal advice as I am not your attorney. However, based on your statement upon leaving the meeting on August 21, 2018 you indicated that you would be seeking legal counsel. I have therefore, instructed the NCUC staff to refrain from contacting you and ask that you also refrain from NCUC and direct all communication to my office.

ADAMAS Construction is no longer a consultant and is no longer a contractor of NCUC. ADAMAS Construction is not authorized to speak, work or represent in any manner on behalf of the NCUC. Other than the completion of the application of remaining sludge in your storage facilities, this is the only work authorized by NCUC for ADAMAS Construction to complete.

Thank you for your attention to this matter in advance.

Dion KILLSBACK, Esq.

KILLSBACK LAW PLLC

Attorney at Law
P.O. Box 294
Busby, MT 59016
Mobile: (406) 672-4779
j.hiscock77@gmail.com

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Page 12



Dion thank you for your assistance I
know you were trying to help.

Nate I'm sorry things didn't work out.
But I'm glad you were able to guide
us to a no/haggle resolution.

On the issue of sludge removal I feel
we are able to settle.
On the issue of the C&C I'll let legal
council take over. It was a pleasure
working with you

A loyal person can only be
pushed so far. Thank you for your
professionalism.

It appears from the EPA 503 regulations NCUC and their subcontractors are exempt from EPA permit/reporting requirements.

2.8 Reporting (40 CFR 503.18) The reporting requirements under Part 503 apply to major municipal NPDES permittees and Class I Sludge Management Facilities. Major municipal NPDES permittees are publicly owned treatment works (POTWs) with a design flow rate equal to or greater than 1 million gallons per day and POTWs with a service population of 10,000 people or more. Class I sludge management facilities are usually POTWs that are required to have an approved pretreatment program under 40 CFR 403.8(a), including any POTW located in a State that has elected to assume local pretreatment program responsibilities under 40 CFR 403.10(e). In addition, the EPA Regional Administrator may use his or her discretion to designate other treatment works treating domestic sewage (TWTDS) as Class I sludge management facilities. Land appliers are not TWTDS unless designated as such by the EPA Regional Administrator. In order to have reporting requirements under Part 503, a land applier must be designated both a TWTDS and a Class I sludge management facility.



ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC
<adamas.mt.406@gmail.com>

DO NOT REPLY: Thank You for Your Referral

DO.NOT.REPLY@oig.hhs.gov <DO.NOT.REPLY@oig.hhs.gov>
To: adamas.mt.406@gmail.com

Fri, May 31, 2019 at 11:51 AM

Do not reply to this automatically generated email. HHS-OIG does not monitor this email account and will not accept or respond to your email.



OIG Hotline Operations

Office of the Inspector General
Office of Investigations

The US Department of Health & Human Services (HHS), Office of Inspector General (OIG), Office of Investigations (OI), OIG Hotline Operations, has received your recent electronic communication. Thank you for taking time to bring your concern to our attention.

As part of our process, the information you have provided will be thoroughly reviewed and OIG Hotline Operations will determine the most appropriate course of action. Please be assured that your identity will be protected as permitted by Federal law. You will receive no further communication from our office unless you are contacted directly by one of our Investigators or, if appropriate, a representative for the Centers for Medicare & Medicaid Services.

OIG Hotline Operations does not provide status updates.

If you have more information concerning this or any other allegation involving HHS programs or operations, please contact OIG Hotline Operations as follows:

Telephone: 1-800-HHS-TIPS (1-800-447-8477)
Fax: 1-800-223-8164
TDD: 1-800-377-4950
Internet: <https://oig.hhs.gov/fraud/hotline>
Mailing Address: US Department of Health & Human Services
Office of Inspector General
Attn: OIG Hotline Operations
P.O. Box 23489
Washington, DC 20026

A number of federal agencies have jurisdiction over specific areas of fraud, waste, and abuse. If your complaint relates to any of the following matters; you should report your complaint directly to the appropriate agency listed below:

Medicare Charges:

If your complaint involves the cost charged on a Medicare Summary Notice (MSN), and you received the service, you should contact the Centers for Medicare & Medicaid Services at: 1-800-MEDICARE (1-800-633-4227) or on online at www.medicare.gov

Identify Theft:

If your complaint involves identity theft, unrelated to Medicare, you should contact the Federal Trade Commission at: 1-877-438-4338 or online at www.consumer.gov/idtheft

Social Security Fraud:

<https://mail.google.com/mail/u/2?ik=4c1f680194&view=pt&search=all&permmsgid=msg-f%3A1635070869060803863&simpl=msg-f%3A16350708690...> 1/2

5/31/2019

Gmail - DO NOT REPLY: Thank You for Your Referral

If your complaint involved Social Security Fraud, you should contact the Social Security Administration OIG at: **1-800-269-0271** or online at www.ssa.gov/oig

Food Stamp Fraud:

If your complaint involved Food Stamp Fraud, you should contact the US Department of Agriculture OIG at: **1-800-424-9121** or online at www.usda.gov/oig/index.htm