

HertzWu, Sara

From: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>
Sent: Wednesday, November 20, 2019 1:35 PM
To: Huston, Liz; Kleffner, Erin
Cc: HertzWu, Sara
Subject: FW: Relevant Information for EPA Region 7 Enforcement with ADAMAS
Attachments: LD-SLRP Final invoice to NCUC DEcember 2018.pdf; Detailed invoice for Sewer Lagoon Project.msg; Re: Update LD lagoon project; Fw: Message to Gary; AdamasAgreement.pdf; Re Math for Lagoons.msg; Detailed invoice for Sewer Lagoon Project.msg; Untitled.msg; Re Map for Lagoon Project.msg; Updated Schedule; Re Sludge Application on Tom Robinson Property.msg; Lame Deer Lagoon Project.msg

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 | C 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
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2900 4th Ave., Billings, MT 59101
| P 406.247.7094 | C 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 | C 406.696.7284 | James.Courtney@IHS.gov

Adamas Construction & Development Services
 LLC
 16550 COTTONTAIL TRL
 MT 59079

Invoice

Date	Invoice #
12/4/2018	02-cc-2024

Bill To
Northern Cheyenne Utilities Commision Etheline Shoulderblade

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
600,000	Sludge pumping 600,000 USG per IHS, NCUC, ADAMAS agreement	0.091	54,600.00
600,000	Sludge pumping 600,000 USG per IHS, NCUC, ADAMAS agreement	0.068	40,800.00
600,000	Sludge Application 600,000 USG per IHS, NCUC, ADAMAS agreement to Tom Robinson Field	0.029	17,400.00
	Mobilization payment holdback of 10% (2) @ \$2,290.00	5,900.00	5,900.00
Thank you for your business.		Total	\$118,700.00

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Thursday, June 21, 2018 10:47 PM
To: Sheri Bement; Dion Killsback; Doris Limberhand; doris.ncuc@gmail.com; Courtney, James (IHS/BIL)
Subject: Detailed invoice for Sewer Lagoon Project
Attachments: NCUC Sludge Removal.pdf

Sheri & Doris,

Please find the attached detailed cost breakdown, of the agreed contract amount, for the Sludge removal project.

We also need a signed contract agreement for the Camera and Cleaning project. Thank you in advance.

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# 228703

~ Building the Future with the Enviroment in Mind ~

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

Adamas Construction & Development Services
 LLC
 16550 COTTONTAIL TRL
 MT 59079

Invoice

Date	Invoice #
6/21/2018	02-cc-2018

Bill To
Northern Cheyenne Utilities Commission Sheri Bement

P.O. No.	Terms	Project
LD-SLR-02-2018	Per Contract	

Quantity	Description	Rate	Amount
0.5	Monthly Rental Fee: 4" Severe Duty FLUMP dredge with (1) Handheld remote, (1) Electrical and Control Cord, Floating Discharge Line (405 feet Alum/foam 16 flex sections), (1) 4-post Klein* Haven Traverse System. PAYMENT ON DELIVERY	21,700.00	10,850.00
1	Monthly Rental Fee: 4" Severe Duty FLUMP dredge with (1) Handheld remote, (1) Electrical and Control Cord, Floating Discharge Line (405 feet Alum/foam 16 flex sections), (1) 4-post Klein* Haven Traverse System. PAYMENT ON DELIVERY	21,700.00	21,700.00
1	2-way delivery of Flump Dredge and Equipment PAYMENT ON DELIVERY	2,250.00	2,250.00
1	FLUMP Damage Deposit Non refundable Damage Deposit PAYMENT ON DELIVERY	10,312.50	10,312.50
3	Xylem Trash Pumps x 6 weeks PAYMENT ON DELIVERY	4,575.00	13,725.00
6	Hoses 4" PAYMENT ON DELIVERY	367.67	2,206.02
6	Various 4" and 6" fittings (Per week) PAYMENT ON DELIVERY	1,165.00	6,990.00
1	Freight Delivery Charge PAYMENT ON DELIVERY	3,280.00	3,280.00
5	Frack Tanks (Per WK) PAYMENT ON DELIVERY	785.00	3,925.00
1	Frack Tank Delivery Charge 2 ways PAYMENT ON DELIVERY	3,200.00	3,200.00
140	Supervision (Sludge Pumping) pay + Benefits	52.50	7,350.00
40	Supervision (Sludge Application) pay + Benefits	52.50	2,100.00
40	Supervision (cleanup and de-mobe) pay + Benefits	52.50	2,100.00
80	Supervision (Mobe Setup) pay + Benefits	52.50	4,200.00
40	2 Employees @ \$34.00/hr pay + Benefits (Sludge Application)	68.00	2,720.00
140	3 Employees @ \$34.00/hr pay + Benefits (Sludge Pumping)	102.00	14,280.00
40	3 Employees @ \$34.00/hr pay + Benefits (Mobe & Setup)	102.00	4,080.00
95	Sludge Hauling (3) Trucks @ 225/Hr	675.00	64,125.00
40	Sludge Application Equipment	738.65	29,546.00
40	3 Employees @ \$34.00/hr pay + Benefits (cleanup and de-mobe)	102.00	4,080.00
1	Engineering Services	5,256.60	5,256.60
30	Fuel Costs for Travel	107.00	3,210.00
	Insurances Fees	648.38	648.38
115	Plans - Project Development	80.00	9,200.00
	Legal Fees	1,500.00	1,500.00
110	Admin & Clerical staff	17.25	1,897.50
		Total	

Adamas Construction & Development Services
 LLC
 16550 COTTONTAIL TRL
 MT 59079

Invoice

Date	Invoice #
6/21/2018	02-cc-2018

Bill To
Northern Cheyenne Utilities Commision Sheri Bement

P.O. No.	Terms	Project
LD-SLR-02-2018	Per Contract	

Quantity	Description	Rate	Amount
	(1) Kabota Tractor (1) Backhoe with Front-end loader (Rental)	4,268.00	4,268.00
		Total	\$239,000.00

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Friday, July 13, 2018 8:43 AM
To: James Courtney
Cc: Allen, Quentin B (IHS/BIL); White, Jim (IHS/BIL)
Subject: Re: Update LD lagoon project

James,

Thank you for the update. We did not go to the jobsite Tuesday as we had an issue with our work truck. (See attached Photo)

We pumped and dewatered a significant amount of sludge on Wednesday. Our average cutter head depth across half the pond started out at 43 inches, we are now at an average of 67 inches below the surface of the water.

We also took a nitrate sample from the application site and delivered it to Energy Lab in Billings. The samples were taken from 5 different areas of the land site, with GPS coordinates recorded for each sample location.

We spoke Sheri that day and requested that she file a eNOI with the EPA NPDES system, to update the permit to allow land application.

Thursday, due to our work truck being damaged beyond reasonable repair, we were required to go to the bank, apply for funding and purchase a new work truck.

We will be on site today pumping sludge. We should be ready to begin hauling and application next week.

Best regards,

Nathan Pierce

On Jul 12, 2018 11:28 AM, "Courtney, James (IHS/BIL)" <James.Courtney@ihs.gov> wrote:

Nathan,

We are anticipating the remaining mobilization payment being transferred the 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

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.

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

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

Date: Tue, Jun 26, 2018, 9:29 AM

Subject: RE: Update LD lagoon project

To: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>, Sheri Bement <bement.sheri@gmail.com>, Dion Killsback <dkillsback77@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, but I will process the final portion of the Mobilization.

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

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

Sent: Tuesday, June 26, 2018 9:00 AM

To: Sheri Bement <bement.sheri@gmail.com>; Dion Killsback <dkillsback77@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

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 competed.

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

HertzWu, Sara

From: White, Jim (IHS/BIL) <Jim.White@ihs.gov>
Sent: Monday, April 29, 2019 11:31 PM
To: James Courtney
Subject: Fw: Message to Gary

From: Fahlstedt, Gary (HHS/OGC) <GARY.FAHLSTEDT@HHS.GOV>
Sent: Monday, April 29, 2019 11:08 PM
To: Christopher Gallus
Cc: White, Jim (IHS/BIL); Helmer, Burke (IHS/BIL)
Subject: Re: Message to Gary

Mr. Gallus—

The IHS can only issue payment to NCUC. The IHS has no authority to make payment to any other entity—including the Tribe's procurement office. Furthermore, the IHS can only issue payment to NCUC in response to an invoice from NCUC. It is unfortunate that NCUC's board has not approved the minutes you say are necessary for NCUC to invoice the IHS and issue payment to your client. However, the IHS has no control over the activities of the NCUC Board. Hopefully, you will be able to work that out with NCUC.

There's really nothing more I can do other than what I have already done—confirm that the IHS will accept the 600,000 quantity estimate if NCUC agrees to pay ADAMAS for that quantity and ADAMAS indicates it will accept payment from NCUC for that quantity as full and final resolution of the sludge removal and sludge transportation components of the project work.

I remain hopeful that this matter may be concluded sooner rather than later, but I have no control over the length of time it may take for your client to submit his invoice to the NCUC nor over the time it may take for the NCUC to respond to his invoice. The IHS can only expedite that part of the process for which it is responsible. Once the IHS receives an invoice from NCUC, I would certainly be willing to ask that IHS expedite its processing of that invoice and the issuance of payment to NCUC.

Gary Fahlstedt
Assistant Regional Counsel
Department of Health and Human Services
Federal Office Bldg, Room 08-148
1961 Stout Street
Denver, CO 80294
303-844-7803

On: 29 April 2019 15:42,
"Christopher Gallus" <chrisigalluslaw@gmail.com> wrote:

Gary,

I hope you don't mind, but I am adding my comments to your email and sending it back. I just find it more efficient in these circumstances. I hope that's alright. This is our response, which contains what I felt necessary to protect my client along with the attachments relating to prior invoicing and the like. Thanks, CjG

Good Morning Mr. Gallus—

There are apparently several misunderstandings regarding our earlier telephone conversation which you attempt to memorialize in your below e-mail of April 23, 2019. The purpose of this response is to correct and clarify those misunderstandings. First and foremost, the IHS has not agreed to compensate ADAMAS. As I have explained in multiple letters and again during our phone call, there is no privity between the IHS and ADAMAS and the IHS therefore has neither the obligation nor the authority to issue any payment to ADAMAS.

I acknowledge and respect your position. My clients point is that as circumstances evolved they became the primary project contractor, but I understand your instances making this distinction.

It seems from the language of the "Bid Packet" BI16N39, Section 00710, General Conditions, Article 22.2, stating that, "The Contractor must perform at least thirty three (33%) of the total amount of the Work using the Contractor's own work force and equipment," as well as the May 18th, IHS Pre-construction Meeting Minutes, Signed by James Courtney, stating "I reiterated that NCUC was responsible for the work", that NCUC was responsible for all work, then NCUC and IHS made only my client, his workforce and equipment responsible for all the work performed under the project and prohibited him from using any NCUC workforce and equipment, on Jun 21st, 2018, making the primary project contractor.

The IHS project agreement is with the Northern Cheyenne Utilities Commission (NCUC), not with ADAMAS. NCUC contracted with ADAMAS to perform some of the work described in NCUC's project agreement with the IHS. ADAMAS therefore has privity with NCUC but not with the IHS. The project agreement between the IHS and NCUC is made under the authority of the Sanitation Facilities Construction Act which authorizes the Surgeon General, acting through the IHS, "to make such arrangements and agreements with appropriate public authorities and nonprofit organizations or agencies and with the Indians to be served by such sanitation facilities . . ." 42 U.S.C. 20004a(a)(3), emphasis added. There is no authority in the Act to enter into project agreements "or other arrangements" with a for-profit construction company such as ADAMAS.

Again, and as per the above, I acknowledge and understand your position. It is important to point out and the distinction should be made, my client didn't just preform "some of the work," again, on Jun 21st, 2018, NCUC and IHS made only my client, his workforce and equipment responsible for all the work performed under the project and prohibited him from using any NCUC workforce and equipment. However, if everything works as planned this issue is not at all problematic. I am just reserving my client's rights if it does not work according to plan, and we find ourselves in further negotiations or conflict.

The normal procedure is for ADAMAS to invoice NCUC for work performed under the contract between NCUC and ADAMAS. If NCUC approves payment to ADAMAS, NCUC then invoices the IHS and IHS pays NCUC under the terms and provisions of the project agreement between NCUC and the IHS. Any payment to ADAMAS is made by NCUC and not by the IHS. Such payments to ADAMAS are made pursuant to the contract between ADAMAS and NCUC. IHS makes payments to NCUC, not to ADAMAS.

Understood. Please facilitate doing whatever you can promptly, as it is impacting our business operations.

It is my understanding that the IHS has paid every invoice submitted to it by the NCUC for work related to this project. This led me to ask, during our call, whether ADAMAS had ever invoiced NCUC for the pumping and

transportation components of the work. You indicated that you did not know. I then suggested that ADAMAS invoice NCUC if they have not already done so or, if they have already invoiced NCUC and were not paid, to resubmit the invoice for the 600,000 gallon amount that ADAMAS and NCUC apparently previously agreed to according to a letter from Dion KILLSBACK, then attorney for NCUC. I indicated that I had discussed the matter briefly with Adam Spang, who is the new NCUC General Manager. I noted that, based on that conversation, I believe it is probable that NCUC would accept the 600,000 gallon estimate and make payment on that basis although I also noted that (1) I have no authority to bind NCUC, and (2) Mr. Spang indicated that Mr. KILLSBACK is no longer counsel for NCUC and Mr. Spang would, therefore, want to have the Tribal Attorney review the matter before making payment. I stated that, if NCUC accepts and processes an invoice from ADAMAS for pumping and transporting 600,000 gallons of sludge, and ADAMAS indicates it would consider payment for the 600,000 gallon quantity as full and final payment for the pumping and transportation components of the work, IHS has indicated it would then be willing to accept the 600,000 gallon estimate and make final payment to NCUC for the pumping and transportation work based on that estimated quantity.

Understood. My client submitted an original invoice in August, 2018, J. Andrew Person, my clients arbitration attorney, also sent the attached "Demand for Arbitration" requesting payment for the estimated 600,000, amount agreed, and on December 10th 2018, my client met with and submitted the attached invoice to the NCUC board of Directors. It is important to note that the NCUC board of Directors, approved payment to ADAMAS, at the December 10th, meeting, and a record of such can be found in their meeting minutes. We will resubmit an invoice to NCUC for 600,000 with the appropriate language and description of components included, and not included.

Further, in discussion with NCUC, their board has not approved 4 meetings worth of minutes and they would need the board to do so before they could issue payment to my client, as that could take considerable time, we propose that payments be issued through the Northern Cheyenne tribal Procurement Office to facility prompt payment to my client.

I further indicated that: (1) the IHS will not make payment to NCUC for the land application component of the work unless and until the EPA finds that the land application work did not violate the Part 503 regulations, and (2) ADAMAS may reserve the right to later invoice for the land application component of the work should the EPA find no Part 503 violations. There is therefore no "understanding" that ADAMAS is "to receive the \$17,400 at some point." This is so because, if the EPA finds non-compliance with the Part 503 regulations, no payment would be made by the IHS to NCUC for the land application portion of the project agreement's scope of work. If NCUC is not paid for this component of the work, it seems unlikely that your client would be paid for it. Therefore, there is no guarantee that ADAMAS would receive payment "at some point" for bio-solid application to the land.

We understand your position and while we disagree that ADAMAS would only receive the \$17,400 payment if, and when, EPA finds a 503 violation did not occur. My client/s reserves their rights on this issue.

While I appreciate the detailed discussion of the Part 503 requirements that your e-mail provides, as well as your explanation of why you believe ADAMAS has complied with such requirements, please understand that the IHS is not the cognizant agency for determining whether there has been Part 503 compliance. Rather, The EPA is the cognizant agency with enforcement responsibility regarding the Part 503 regulations. Your arguments and explanations, therefore, are more appropriately made to the EPA. The reason that the IHS will not reimburse NCUC for land application work performed under the project agreement prior to an EPA determination that the requirements of the Part 503 regulations have been met, is because the project agreement between the IHS and NCUC specifically requires, at section 3.1 A., that NCUC is responsible for ensuring that land application of the bio-solids "[c]onform[s] to all applicable requirements of 40 C.F.R. 503."

Understood. We recognize EPA as the cognizant enforcement agency, and the information is provided so you understand our position as to why we believe there is no possible 503 violation in these circumstances. We are confident in the such a finding so it's included to you so it won't be a surprise when we obtain that result and payment is requested. It makes the point that this matter is not completely resolved until a payment is made for application 600,000 gallons right after a decision in ADAMAS' favor by EPA. We do want a to come to an agreement

on a deadline for this determination, so that it is not on open issue for too long. It is also important to not the property owner, Tom Robinson, was the applier of the sludge, my client by EPA definition was the sludge preparer.

Hopefully, that covers it so we can quickly proceed with the payment for pumping and transportation. Please let me know if there are any remaining concerns. I'm happy to discuss or clarify.

We have demonstrated that many requests or invoices have been submitted to the NCUC and respectfully request that you submit payment to the NC Tribal Procurement, and provide proof no later than, Friday, May 3rd, 2019.

Thank you for your time and consideration. Take care, Chris

--

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION
ATTORNEY WORK-PRODUCT
DISCLAIMER

This transmission may contain privileged or confidential information protected by joint defense, attorney-client, and/or attorney work-product privileges. If you are not the intended recipient, (1) you are instructed not to review this transmission; and (2) please notify the sender that you received this message and deleted this transmission from your system.

239-T contact

ADAMAS CONSTRUCTION
& DEVELOPMENT SERVICES PLLC

16550 Cottontail Trail
Shepherd, MT, 59079
PH: 1-406-697-3022
Email: adamas.mt.406@gmail.com
"Building the future with the environment in
mind"

Contractor Agreement

#NCUC-LR-01-2018

THIS AGREEMENT made 15th day of May, 2018 by and between ADAMAS Construction & Development Services PLLC, hereinafter called the Contractor and Northern Cheyenne Utility Commission, hereinafter called the Owner/Agent.

Witnesseth, that the Contractor and the Owner/Agent for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at Lame Deer Sewer Lagoons, Lame Deer Montana, on the Northern Cheyenne Reservation.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before May 15th, 2018 and shall be substantially completed on or before August 2nd 2018. It is understood that time is of the essence.

Article 3. The Contract Price

The Owner/Agent shall pay the Contractor for the material and labor to be performed under the Contract the sum of Two Hundred Thirty Nine Thousand Dollars (\$239,000.00), subject to additions and deductions pursuant to authorized change order. The contractor agrees to pay the owner's (NCUC) employees working on the project Davis Bacon wages in exchange for their labor and equipment.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: Mobilization (\$51,000.00) 50% will be paid on signing of contract and 50% will be paid when a significant ammount of equipment is delivered to the jobsite; Sludge removal of 1,000,000 us gals at \$.091/gal (\$91,000.00); Sludge Transportation @ \$.068/usgal x 1,000,000/gal (\$68,000.00); Sludge Application @ \$.029/gal x 1,000,000/gal (\$29,000.00).

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any

such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner/Agent and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of 45 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage sub-contractors to perform work hereunder, provided Contractor shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner/Agent appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner/Agent and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or sub-contractors.
8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner/Agent shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of 12 months following completion.

Article 6. Additional Terms

No Additional Terms

Name and MT Contractor Registration No. of General Contractor who solicited or negotiated this contract:

Nathan Pierce Reg.# 228703

Signed this day of , 20

Signed in the presence of:

Witness for Contractor

Witness for Owner/Agent

Name of Owner/Agent : Sheri Bement
General Manager - Northern Cheyenne Utilities Commission

By (Signature): Sheri Bement, NCUCGM

Name of Contractor: ADAMAS Construction and Development Services PLLC.
(ADAMAS)

By (Signature): [Signature]

Street Address: 16550 Cottontail Trail

City/State/Zip: Shepherd, MT, 59079

Telephone No.: 406-697-3022

Contractor's Licenser No.: MT-228703

Board Concerns {

- ZERO certified employees
- Revised Board approved Contract W/DK
- Detailed Budget
- Scope of work
- No Date

* Nathan Pierce did not get a copy to NCUC lawyer + Accountant to approve or edit. Lied to GM that he did to get signed.

From: adamas.mt.406 <adamas.mt.406@gmail.com>
Sent: Monday, July 30, 2018 12:43 AM
To: Courtney, James (IHS/BIL)
Cc: White, Jim (IHS/BIL); Allen, Quentin B (IHS/BIL); Sheri Bement; Dion Killsback; doris.ncuc@gmail.com
Subject: Re: Math for Lagoons
Attachments: 20180727_125505.jpg; 20180727_114555.jpg; 20180727_125443.jpg; 20180726_085152.jpg

Hi James,

I was under the assumption from the conference call with EPA, Northern Cheyenne and NCUC legal representatives, that you were verifying the amounts of TSS we pumped via physical inspections and lab analysis, when your analysis was complete you would let us know and we would make any necessary changes.

You and Jim White seemed to have a different tone on conference call, as to what your level of cooperation would be. My praise of our working relationship to date was genuine and I hope we can continue with a positive working relationship on this project and future projects.

Generally the field engineers we have worked with in the past, both on and off tribal reservations, work with us and share their results with us so we can make comparisons and adjustments if necessary.

When I first requested you take samples of the sludge in the tanks it was to develop a matrix to determine the amounts we currently pumped and to allow your organization to physically verify the amount of TSS removed from the cell before it was hauled off and applied to the land selected, therefore rendering physical verification methods impossible.

You and your organization seemed to have some distrust of any other proposed methods of verification, frequently making statements, like "how do we know your gages and flow meters are properly calibrated or functioning properly" or "how do we know logs are accurate", so it would seem physically inspecting is the method to avoid conflict? (Please see mathematical explanation below)

You stated clearly on the conference call that your organization felt we had only pump half of the required amount of sludge to fulfill the contract requirements, we respectfully request payment before the sludge is removed, hauled and applied.

When you and I spoke in person last it was understood and agreed by both of us that;

1. George Cummings with IHS has been on site to verify when we are there and when we begin our dredging operations. He has also visually inspected and verified the sludge levels at various stages of pumping and dewatering of the sludge. We have also provided George with daily updates, sometimes twice a day.
2. I produced for you the pump curve charts for the dredge showing the pump rate per minute, you took photos. I showed you our depth finder and dredge on board gages for pumping.
3. I produced for you our logs and you agreed, our reports had a lot of internal information that was sensitive to our company and could transcribe the pump data on to a different document. I will be working on that this weekend.
4. We have been waiting for your information regarding sludge testing to provide a more updated schedule on paper. We have however given you several email, phone and in person undated as to what is going on with the project and the timeframes we are working with on the pumping, hauling and application process. The most recent being the EPA conference call.

5. Your organization requested 1,000,000 gallons of sludge to be pumped at a concentration level of 6% TSS to 94% water/liquid, for a total of 60,000/gal of TSS to be removed from the lagoon cell #2.

6. You also requested a copy of the permit from EPA and required EPA reports. 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.

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.

The Lame Deer lagoons do not service 10,000 people or more and they do not have a flow rate equal to or greater than 1 million gallons per day, therefore it appears NCUC is exempt from these 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.

As further evidence of our dedication to complete this project and in an effort to avoid costly lab analysis for each tank filled, burdening NCUC, IHS and our company with additional costs and time constraints, our company acquired and will have on site, a Raven Process Control kit that includes a settlometer, Raven F-10300 Centrifuge, and test tubes. (See photos)

The Raven f - 10300 centrifuge meets the standards and can be used for the 15-minute centrifuge test referenced in the, US EPA Process Control Manual for Aerobic Wastewater Treatment Facilities and the WPCF Manual of Practice OM-9.

After the spin test is complete, test results can be read immediately. The Raven centrifuge tubes will indicate the suspended solids concentration in percent volume.

With this we can accurately determine the total suspended solids concentration in percent volume for each tank be watered. We can therefore determine the amount of TSS removed with each tank before it is hauled and applied subtracting the amount from the IHS a mess estimated removal of 60000 gallons of TSS. (see mathematical example below)

This seems to be the best method to avoid any confrontation or discrepancies for this project and future projects, it provides IHS with physical proof "in your hands" of the amount of TSS removed with.

MATHEMATICAL EXAMPLE:

1. IHS contacts request 1,000,000 gallons of sludge to be removed at a concentration of 6%TSS to 94%liquid, for a total of 60,000/gal of TSS to be removed. $(1,000,000 \times .06 = 60,000)$

2. Each frac tank on site is capable of holding 21,000/gallons.

3. If the TSS concentration percent volume is 50%, then we can determine that 10,500/gallons was removed from the system. ($21,000 \times .5 = 10,500$)

4. If IHS requires 60,000/gallons of TSS to be removed and we remove one tank at a 50% TSS concentration rate and removed 10,500 qgllons of TSS, we would be left we 49,500/gallons more to be pumped and removed. ($60,000 - 10,500 = 49,500$)

5. As IHS estimated it would take 1,000,000 gallons to achieve the removal of 60,000 gallons of TSS, the best measurement seems to be the TSS. On 60,000gallons of TSS is achieved than ot can also be determined that 1,000,000 and more have been pumped.

I hope this add some clarity and helps move the project forward.

Best regards,

Nathan Pierce

On Wed, Jul 25, 2018, 2:13 PM Courtney, James (IHS/BIL) <James.Courtney@ihs.gov> wrote:

Nathan,

Do you have any estimates or calculations for what you are actually doing / have done? You seemed to have an estimate last week when we spoke on the phone. No data/logs appear to have been shared with IHS to date. The agreement requires the submittal of daily logs of sludge removed. As the responsible engineer on site, it's my responsibility to verify reported quantities not to establish them for the contractor. The construction schedule is also not updated. I collected samples last week under the assumption that what was in the containers would be applied.

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: Tuesday, July 24, 2018 9:54 AM

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>
Cc: Sheri Bement <bement.sheri@gmail.com>; Dion Killsback <dkillsback77@gmail.com>
Subject: Math for Lagoons

James,

You requested a quick breakdown of our math yesterday, here you go.

Based upon the agreement that IHS requested 1,000,000/gal of sludge to be removed from cell 2 of the Lake Deer lagoons and also we agree that based on your results from Energy labs, the 1,000,000/gals of sludge you expected pumped was at rate of 6% TSS and 94% H₂O/liquids or 60,000 gallons of (dry) TSS removed from the cell.

1. If we pump 1,000,000/gals of liquid into a container that has 6% TSS, and remove 50% of the liquids, by decanting or other dewatering methods, while retaining the TSS, we have a concentration of 500,000/gal at a concentration of 12% TSS to 88% liquids.
2. If we again remove 50% of the remaining liquids, retaining solids, we get 250,000/gal concentrations levels of 24% TSS 76% liquids.
3. Repeated again we get 125,000/gal at a concentration rate of 48%TSS 52% liquids. AND SO ON

If we do not pump 1,000,000 gals of your estimated 6% TSS, it would be impossible for us to achieve any of the gallons to concentration levels shown above or any variable in between.

Please keep in mind that when we pump 1,000,000/gals, then we have to pump at or around 875,000/gal to dewater and we are not charging for that pumping and rely on making up the difference in hauling costs.

We have a lot more variables to consider with our proposals and it's very hard to make all those variable work out in 4 small categories, as your bid requires.

It was our understanding from the indications we got from Jim White and others during the pre-construction meeting and other meetings, if we pumped 1 million gallons, "it didn't matter what size or shape or concentration level we hauled and applied the sludge" it would be treated as 1,000,000/gal had been pumped, hauled, and applied.

We felt the approval of dewatering equipment was further proof this was always the agreement, after all why approve dewatering equipment, ask where we would discharge decanted water, and view our flow map, if you did not expect the dewater before hauling.

I specifically remember Jim White making the comment, "if you can find a way to haul it without needing to haul so much water it means more profit to his company."

Our request for you to take concentration samples is so we have a positive matrix on how much we pumped and how many TSS has been removed by the numbers, before we start hauling. We understand that we have more pumping that may need to be done, we also need to be hauling at the same time and need a way for us all to agree to the amount of TSS that has been removed.

As the ultimate goal is the removal of TSS in preparation for the placement of biodomes, the measurement of the TSS removed seems to be the best matrix to use for agreeing the project achieved the goal of removing 60,000/gal

Fill a clean tube with sample, so that the bottom of the meniscus is at the 100% mark on the tube. Samples should be poured quickly to prevent settling in the sample collection container.

Prepare tube sample

Remove any air bubbles that may become entrained in the tube by tilting and tapping the outside tip of the tube with your finger.

Position tube samples in trunnion rings

Balanced condition must be maintained.

Use only an even number of tube filled samples.

Locate tube filled samples opposite one another (1&2, 3&4, 5&6).

Counterbalance unused trunnion rings.

All six centrifuge ring holders are to be occupied.

Position centrifuge on a flat level surface. Verify centrifuge is unplugged from power source, before inserting or removing tubes from ring holders. Place sample tubes in centrifuge ring holders opposite one another (1&2, 3&4, 5&6). All centrifuge tube rings shall have duplicate samples or water-filled tubes, to maintain uniform loading on the unit during each test to assure a consistent speed (in RPM) for all spin tests.

Spin Test

- **Immediately switch [OFF] the centrifuge in the event of an unbalanced condition. (ON/OFF switch is at rear of unit near power cord)**
- **Do not open lid while centrifuge is spinning.**
- **Do not move unit while operating.**
- **Unplug power cord from centrifuge before opening lid.**

Plug centrifuge into power source and switch the ON/OFF switch to the [ON] position. Press the keys on the control panel to the desired period. See control panel instructions attached to centrifuge. The centrifuge will begin spinning and automatically power down at the end of the timer setting. A forty-second "Spin Down" will display on the control panel after the motor has automatically switched off. Do not open lid until centrifuge has come to a complete stop at the end of the forty-second "Spin Down." Switch the ON/OFF switch [OFF] when the forty-second "Spin Down" is complete. Unplug the power cord from the rear of the centrifuge and open the centrifuge lid. Remove the tube samples from the centrifuge ring holders and close lid.

Test Results

The Raven centrifuge tubes will indicate the suspended solids concentration in percent volume. This value should not be routinely converted to mg/l concentration because of variations in density and compatibility of different types (sludge quality) and ages of sludge samples. If results are used to convert to mg/l they must be checked by a gravimetric measurement at least once/week or more frequently. The volumetric test is used routinely in operations with the more accurate gravimetric analysis providing density information and serving as a daily check at large facilities (weekly or biweekly at smaller plants).

Typical ranges for samples are:

1. Mixed Liquor: 1-5%
2. Return and Waste Sludge
 - a. Young (bulking): <10%
 - b. Normal: 10-20%
 - c. Old (denitrifying): >20%

Clean sample tubes

The centrifuge tubes must be thoroughly cleaned prior to reuse or future results will be inaccurate. Cleaning is best achieved with the plastic pipettes included with the unit. With fluid in the tubes, place the pipette in the bottom of the tube and squeeze the bulb to breakup the compacted solids for easy removal.

References

Manual of Practice OM-9: Activated Sludge, Water Pollution Control Federation, 601 Wythe Street, Alexandria, VA 22314-1994, 1987.

Raven Environmental Products, Inc.
448 E. Clinton Pl., Suite B
St. Louis, MO 63122 USA
800-545-6953





PROCESS CENTRIFUGE F-103
Suspended Solids, % Volume
in just 15 minutes

SPECIFICATIONS
Capacity: 100 ml
Speed: 1500 RPM
Timer: 15 minutes
Motor: 1/2 HP
Control: Digital
Display: Digital
Readout: Digital
Scale: Digital
Timer: Digital
Motor: Digital
Control: Digital

SAFETY INFORMATION
WARNING: The centrifuge must be operated in accordance with the instructions in this manual. Failure to follow these instructions may result in injury or death. The centrifuge must be operated in accordance with the instructions in this manual. Failure to follow these instructions may result in injury or death.

PLASTIC CLIPS MUST BE IN PLACE PRIOR TO OPERATION
Align each of the four clips with the mark on the top cover. Clips keep the top cover secured to the centrifuge. Replacement clips are available.



Raven Process Centrifuge F-10300

RAVEN F-10300 PROCESS CENTRIFUGE



Thank you for purchasing a Raven Environmental Products process control instrument.

Please call 800-545-6953, customer service, if you have any questions or comments about this product.

The Raven F-10300 Centrifuge is a rugged precision instrument. The included Raven B-10101-19 centrifuge tubes are made from high impact resistant polycarbonate plastic. Each unit is built with quality and craftsmanship in USA.

Unit and Use

The Raven F-10300 Centrifuge can be used for the Fifteen Minute Centrifuge Test referenced in the *US-EPA Process Control Manual for Aerobic Wastewater Treatment Facilities* and the *WPCF Manual of Practice OM-9: Activated Sludge*.

The Raven Centrifuge with Raven Centrifuge Tubes will provide quick, reliable concentration indications of mixed liquors from aeration basins, clarifier return sludge, and waste sludge removed from activated sludge systems.

Equipment and Features

F-10300 Centrifuge

Six-position rotor with 19mm Centrifuge Tubes rotates at a right angle to the axis of spin and provides a sharp, easily read solids/liquid interface.

Digital timer (with fifteen minute speed key) to start and automatically switch unit OFF at end of test.

Corrosion resistant stainless steel and aluminum construction for durability and easy cleaning.

1/8 HP, 3000 RPM, Totally Enclosed Fan-Cooled motor designed for use in dirty environments.

On/Off switch in rear of unit near power cord.

B-10101-19 Centrifuge Tubes (19mm)

Clear, impact resistant polycarbonate plastic eliminates costly breakage and will not cloud.

Steep tapered conical design for volumetric determination of settleable solids (similar to Imhoff Cones) that provide accurate measurements at low concentrations, such as those normally encountered with mixed liquor, return or waste sludge samples.

Bright white markings, which contrast vividly with most sludge samples.

Removable Top Cover

ALWAYS DISCONNECT THE CENTRIFUGE FROM POWER BEFORE REMOVING THE TOP COVER.

ALERT

NEVER OPERATE THE CENTRIFUGE WITHOUT THE TOP COVER SECURELY ATTACHED WITH ALL SIX CLIPS IN POSITION.

ROTOR SPINS AT A HIGH RATE OF SPEED AND CAN CAUSE SEVERE INJURY IF TOP COVER IS NOT SECURELY ATTACHED WITH ALL SIX CLIPS IN POSITION.

The black top cover is easily removed for cleaning of the interior top bowl. Six plastic clips hold the top cover in place while in operation. The spacing of these clips is important. Underneath the rim of the top bowl is six bumpers to separate the clips. There must be one clip positioned between each of the bumpers as marked on the top cover. To remove the top cover, pull the flared end of the clip away from the top cover. To reinstall the clips, position the base of the clip against the upper bowl just below the rim and rotate the clip upward while pressing the clip against the edge of the top cover. The installed clips must be securely mounted on the top cover. The hinged lid should be positioned with the handle above the controller/timer.

Centrifuge Test Procedure

Collect sample

Collect at least 50 ml. of sample for the centrifuge spin in a wide mouth container. If the Settleometer Test is being performed in conjunction with the centrifuge spin, the centrifuge sample can be taken from the same mixed liquor container.

Mix sample

The sample to be poured into the centrifuge tube should be gently mixed (but not shaken).

RAVEN CENTRIFUGE

Sample Loss

NEW

- Specifically Designed for EPA Fifteen Minute Spin Test
- Rugged & Durable for Field or Laboratory Use
- Designed for Dirty & Harsh Environments



Accurately measures solids concentrations. Holds six test tubes and spins at 3,000 RPM. Specifically designed for the EPA fifteen minute spin test. Made of stainless steel and aluminum. This centrifuge is durable enough for field use as well.

TRUNION HEAD Precision machined of solid aluminum with six bronze test tube holders. The bronze tube holders rotate freely so that the tubes can achieve a horizontal position at full spin. Provides excellent visibility of fluid/solids interface.

HEAVY GAUGE LID HINGE - Stainless steel marine grade hinge provides durability.

POLYCARBONATE TEST TUBES - Six 19mm tubes are included with the centrifuge. Tubes are clearly marked for percent solids concentration.

Each

96.80

108.80

139.00

150.80

Item

Description

WRAF10300

Centrifuge

WRAB1010119

Replacement Tubes, 6/pk

Each

1049.00

81.00

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Thursday, June 21, 2018 10:47 PM
To: Sheri Bement; Dion Killsback; Doris Limberhand; doris.ncuc@gmail.com; Courtney, James (IHS/BIL)
Subject: Detailed invoice for Sewer Lagoon Project
Attachments: NCUC Sludge Removal.pdf

Sheri & Doris,

Please find the attached detailed cost breakdown, of the agreed contract amount, for the Sludge removal project.

We also need a signed contract agreement for the Camera and Cleaning project. Thank you in advance.

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# 228703

~ Building the Future with the Enviroment in Mind ~

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

Adamas Construction & Development Services
 LLC
 16550 COTTONTAIL TRL
 MT 59079

Invoice

Date	Invoice #
6/21/2018	02-cc-2018

Bill To
Northern Cheyenne Utilities Commision Sheri Bement

P.O. No.	Terms	Project
LD-SLR-02-2018	Per Contract	

Quantity	Description	Rate	Amount
0.5	Monthly Rental Fee: 4" Severe Duty FLUMP dredge with (1) Handheld remote, (1) Electrical and Control Cord, Floating Discharge Line (405 feet Alum/foam 16 flex sections), (1) 4-post Klein* Haven Traverse System. PAYMENT ON DELIVERY	21,700.00	10,850.00
1	Monthly Rental Fee: 4" Severe Duty FLUMP dredge with (1) Handheld remote, (1) Electrical and Control Cord, Floating Discharge Line (405 feet Alum/foam 16 flex sections), (1) 4-post Klein* Haven Traverse System. PAYMENT ON DELIVERY	21,700.00	21,700.00
1	2-way delivery of Flump Dredge and Equipment PAYMENT ON DELIVERY	2,250.00	2,250.00
1	FLUMP Damage Deposit Non refundable Damage Deposit PAYMENT ON DELIVERY	10,312.50	10,312.50
3	Xylem Trash Pumps x 6 weeks PAYMENT ON DELIVERY	4,575.00	13,725.00
6	Hoses 4" PAYMENT ON DELIVERY	367.67	2,206.02
6	Various 4" and 6" fittings (Per week) PAYMENT ON DELIVERY	1,165.00	6,990.00
1	Freight Delivery Charge PAYMENT ON DELIVERY	3,280.00	3,280.00
5	Frack Tanks (Per WK) PAYMENT ON DELIVERY	785.00	3,925.00
1	Frack Tank Delivery Charge 2 ways PAYMENT ON DELIVERY	3,200.00	3,200.00
140	Supervision (Sludge Pumping) pay + Benefits	52.50	7,350.00
40	Supervision (Sludge Application) pay + Benefits	52.50	2,100.00
40	Supervision (cleanup and de-mobe) pay + Benefits	52.50	2,100.00
80	Supervision (Mobe Setup) pay + Benefits	52.50	4,200.00
2	Employees @ \$34.00/hr pay + Benefits (Sludge Application)	68.00	2,720.00
140	3 Employees @ \$34.00/hr pay + Benefits (Sludge Pumping)	102.00	14,280.00
40	3 Employees @ \$34.00/hr pay + Benefits (Mobe & Setup)	102.00	4,080.00
95	Sludge Hauling (3) Trucks @ 225/Hr	675.00	64,125.00
40	Sludge Application Equipment	738.65	29,546.00
40	3 Employees @ \$34.00/hr pay + Benefits (cleanup and de-mobe)	102.00	4,080.00
1	Engineering Services	5,256.60	5,256.60
30	Fuel Costs for Travel	107.00	3,210.00
	Insurances Fees	648.38	648.38
115	Plans - Project Development	80.00	9,200.00
	Legal Fees	1,500.00	1,500.00
110	Admin & Clerical staff	17.25	1,897.50
Total			

Adamas Construction & Development Services
 PLLC
 16550 COTTONTAIL TRL
 MT 59079

Invoice

Date	Invoice #
6/21/2018	02-cc-2018

Bill To
Northern Cheyenne Utilities Commision Sheri Bement

P.O. No.	Terms	Project
LD-SLR-02-2018	Per Contract	

Quantity	Description	Rate	Amount
	(1) Kabota Tractor (1) Backhoe with Front-end loader (Rental)	4,268.00	4,268.00
		Total	\$239,000.00

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Saturday, April 21, 2018 11:35 PM
To: Sheri Bement
Cc: Dion Killsback; Doris Limberhand; Killsback, L. Jace; White, Jim (IHS/BIL); Courtney, James (IHS/BIL)
Attachments: NCUC Sewer Sludge Removal SOW.pdf; NCUC Sewer Sludge Removal Schedule.pdf

Sheri,

Please find the attached letter describing our compliance with all federal, tribal and state laws during this project as well as quick outline of our project approach, as requested by the IHS team during our meeting on April 20th, 2018.

It was my understanding from the April 20th, meeting that Northern Cheyenne tribal President, Jace Killsback, and the Northern Cheyenne tribal council are receptive to sludge disposal by land application process on tribal lands and should be adopting a forthcoming resolution.

It was my understanding from that meeting, NC Lands will be working with us to find tribal properties suitable for sludge land application other than the one identified in the bid packet.

The Lab that will be used to do testing is Energy Labs in Billings and the Pioneer Technical Services in-house laboratory.

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 April, 20th meeting it was my understanding that IHS was requesting a detailed breakdown of the mobilization and Demobilization as that said it was far higher than their own estimate. I are happy to provide you this breakdown, however, I question if it is necessary as the information that was shared with our company shows the original IHS engineer estimate for this item was \$50,000.00 and our bid amount for this item was \$51,000.00??

I hope these items satisfy the requests IHS and the letter from Jim White.

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# 228703

- GENERAL CONTRACTOR - COMMERCIAL - INDUSTRIAL - RESIDENTIAL -



16550 Cottontail Trail
Shepherd, MT, 59079
PH: 1-406-697-3022
Email: adamas.mt.406@gmail.com
"Building the future with the environment in mind"

Friday, April 20, 2018
Sheri Bement
General
Manager
Northern
Cheyenne Utility
Commision.
Lame Deer, MT
59043

Subject: Sewer Lagoon Bio-Solid Sludge Removal Cell #2, Northern Cheyenne Tribe Utilities Company.

ADAMAS Construction & Development Services PLLC. (ADAMAS) thanks you for the opportunity to help your company and the Northern Cheyenne Tribe, with the Sewer Lagoon Sludge removal project, in Lame Deer, Montana on the Northern Cheyenne Indian Reservation. We are grateful you selected our company and team to serve as your project manager and technical consultant.

This letter is intended to describe our compliance with all federal, tribal and state laws during this project as well as quick outline of our project approach.

- 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.,
- It is understood that for this contract, the term "ADAMAS Construction and Development Services" or "ADAMAS" includes all of our Sub-contractors, sub-consultants, engineers and other team member's.
- It is understood the ADAMAS Construction and Development Services and/or our Sub-contractors, consultants, engineers and other team member's, are qualified to handle such materials and dispose of such materials in a manner prescribed by law.
- The reviewing authority for the project is The Northern Cheyenne Utilities, HIS SFC and the Northern Cheyenne Tribal Council.
- All available Engineers reports, GIS data, Maps, Topographic data, site plans, and CAD files, will be provide to ADAMAS for the purpose of conducting this project.

EXHIBIT - A

Scope of Work

Below is our outline of our proposed scope of work, separated into tasks, for the Sludge removal of the cell #2 in the town of Lame Deer, Montana.

Task 1 – Site Prep and Mobilization

- Transport all personnel and heavy equipment to the jobsite.
- Conduct all testing and survey work.
- Safety Barriers and traffic control measures installed at the job site.
- Transport supplies for road improvement, FLUMP launch area and landing pads.
- Improve and relocate access road
- Prep pond berms and FLUMP launch area.
- Build and install landing pads to include poly liners for frack tanks, pump stations and for the sludge transportation pumping areas. (SEE ATTACHED MAP)
- Install landing pads for sludge application receiving areas.
- Build and install frack settling tank manifolds and layout pipes/hoses.
- Receive, position and set-up; Generators, Frack Tanks and Pumps to include positioning frack tanks at the sludge application receiving areas.
- Prep cell # 2 mooring post and cables for flump operation and layout electric cables.
- Receive FLUMP dredge and operations orientation training from rep.

Task 2 – Bio-Solid Sludge Removal and Dewatering

- Cell #2 will be agitated, and clumps or sludge mounds broken up, to ensure even flow and to prevent blockage of the FLUMP dredge lines.
- FLUMP dredge will be launched and begin dredging operations to remove bio-solid sludge from the bottom of Cell #2; estimated 1,000,000/US Gallons (IHS SFC) at a rate of 40 cubic yard per hour.
- A series of relay pumps will boost dredged sludge from FLUMP to the relay frack tank and to the series of Frack Settling tanks to be dewatered.
- BF-1000 Bag filters and pumps will be installed to the discharge manifold to keep sludge in the frack tanks and allow clean water to be discharged. Cleaned water will be discharged from the tanks into Cell #1 of the lagoon system.
- Once the sludge has reached optimal concentration level the tank will be disconnected from intake manifold and moved to the sludge transportation pumping area. An empty rotation frack tank will be moved into the empty slot to allow for continuous dewatering operations.

Task 3 – Bio-Solid Sludge Transportation and Land Application

- Frack tanks disconnected from the intake manifold and moved to the sludge transportation pumping area will be used to fill transportation tankers and put back into the dewatering rotation when empty.
- Transportation tankers and trucks will be used to haul sludge to the application receiving areas to be pumped into frack tanks allowing for storage and onsite demand for land application.

EXHIBIT - A

- Sludge will be removed from frack tanks and land applied allowed by the EPA 503 regulations and/or allowed by the MTDEQ.

Task 4 – Clean up and Demobilization

- Remove FLUMP from Cell #2 and return to it the rental company.
- Disassemble all manifolds and pipes or hoses.
- Remove all Frack Tanks, Bag filters, pipes or hoses, Generators, and Pumps from the site.
- Remove or disassemble all landing pads to include poly liners for frack tanks, pump stations and for the sludge transportation pumping areas will be disassembled. Landing pads can be left intact at the Utility or land owner's request.
- Clean up and all work sites.
- Removal of all personnel, heavy equipment, Safety Barriers and traffic control measures from the jobsite.

Any changes requested by IHS, NCUC and/or the Norther Cheyenne Tribal Council to the final project package will be considered outside this scope of work and will be discussed at that time.

If ADAMAS has to recreate CAD drawings, GIS data and other documents requested that will be outside this scope of work and will result in additional charges

Adjustments or additions to the project that significantly alters the work to be done is considered outside this scope of work and will result in additional charges.

As always, we look forward to working with you, your team and everyone involved as we successfully complete this project, BI 16-N39, and future projects.

Best regards,

Nathan Pierce – General Contactor
 Adamas Construction and Development Services PLLC
 PH. 406.697.3022
 EMAIL: adamas.mt.406@gmail.com

Disclaimer

ADAMAS has made every effort to identify all potential costs for the proposed project; however, during the work if we could encounter other potential costs that are outside the scope of work or if we encounter a fatal flaw or other significant finding outside the scope of work, we will stop work and report the flaw or finding immediately.

CC: President L. Jace Killsback (NCT), Jim White (IHS SFC), James Courtney (IHS SFC), Doris Limerhand (NCUC), Dion Killsback (NCUC Attorney)

EXHIBIT - A

	Project Milestones and Schedule		Lame Deer, Montana, Lame Deer Sewer Lagoon Sludge Removal Project: BI 16-N39
	Date	Milestone	Assigned To
►	5/1/2018	Project Start & Construction Meeting - Begin Mobilization & Site Prep	Nathan Pierce & Chad Riesland, NCUC Crew
	5/4/2018	All GIS, CAD, Topo and other data Submitted to ADAMAS from HIS	IHS SFC - James Courtney
	5/7/2018	Weekly Meeting/Safety -Site prep & Landing pads Complete	Nathan Pierce & Sheri Bement – ADAMAS & NCUC
►	5/8/2018	Mobilization Complete - FLUMP Delivery & setup	Crisafulli Inc & Nathan Pierce NCUC Crew
	5/9/2018	Finish Flump SU	Nathan Pierce NCUC Crew
►	5/10/2018	Begin Dredging Operation	NCUC, Nathan Pierce
	5/14/2018	Weekly Meeting/Safety - Begin Sludge Transportation to Receiving areas	Sheri Bement & Nathan Pierce Big Horn Sand & Gravel
►	5/16/2018	weekly Meeting/Safety - Begin Bio-Solid/Sludge Application	Nathan Pierce, Josh with M.A.P.S., Lands, Joe Pachel
	6/4/2018	Weekly Meeting/Safety	Sheri Bement & Nathan Pierce
►	6/5/2018	Dredging Operation Complete - Begin Breakdown of Dredge	NCUC, Nathan Pierce
►	6/8/2018	Weekly Meeting/Safety Bio-Solid Transportation Complete	Sheri Bement & Nathan Pierce – Big Horn S& G
►	6/11/2018	Land Application Complete	Nathan Pierce, Josh with M.A.P.S., Lands, Joe Pachel
►	6/12/2018	Demobilization & Cleanup	NCUC, Nathan Pierce, Rain for Rent
►	6/15/2018	Final Inspect Complete	IHS, TRIBAL EPD, NCUC, ADAMAS, PIONEER
►	6/20/2018	Final Meeting, All Reports Complete & Filed	IHS, NCUC, TRIBE, NCEPD, NC LANDS, ADAMAS, PIONEER
※►	6/22/2018	Project End	

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Monday, April 30, 2018 4:57 PM
To: Courtney, James (IHS/BIL)
Cc: Sheri Bement; White, Jim (IHS/BIL); Allen, Quentin B (IHS/BIL); Dion Killsback; Doris Limberhand
Subject: Re: Map for Lagoon Project,

Hi James,

Our current plan is to stick with the recommended liquid fertilizer wheel injector. This is the preferred method if the ground stays soft enough and the equipment is available to be rented when the project is approved.

This also depends on the sites approved by the Northern Cheyenne division of lands and Northern Cheyenne Tribal Council, per our last meeting with IHS and all entities. IF we are unable to use the Wheel injector we will do application followed by tilling.

Per Adamas Constriction and Developments, policies and procedures, all land applications will meet or exceed the requirements of, U.S. Environmental Protection Agency (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.

Best Regards,

On Apr 30, 2018 10:48 AM, "Courtney, James (IHS/BIL)" <James.Courtney@ihs.gov> wrote:

Nathan,

Thank you for the conceptual flow map. That looks like a solid plan to me. What is the current plan for the sludge application? Are you leaning more towards injection or application followed by tilling?

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: Friday, April 27, 2018 5:28 PM
To: Courtney, James (IHS/BIL) <James.Courtney@ihs.gov>; Sheri Bement <bement.sheri@gmail.com>
Cc: White, Jim (IHS/BIL) <Jim.White@ihs.gov>; Allen, Quentin B (IHS/BIL) <Quentin.Allen@ihs.gov>; Dion Killsback <dkillsback77@gmail.com>; Doris Limberhand <d_lhand@yahoo.com>
Subject: Map for Lagoon Project,

James,

Please find the attached conceptual flow map for the Lame Deer lagoon sludge removal project. Please let me know if you have questions or additions.

Best regards,

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Thursday, June 07, 2018 7:45 PM
To: James Courtney; Sheri Bement
Cc: White, Jim (IHS/BIL); Dion KILLSBACK; Doris Limberhand; KILLSBACK, L. Jace
Subject: Updated Schedule
Attachments: NCUC Sewer Sludge Removal Schedule (2).pdf

James and Sheri,

Please find the attached revised schedule for the LD sewer lagoon project. Let me know if you have any changes.

Thank you,

--

Nathan Pierce - Owner/General Manager

ADAMAS Construction & Development Services PLLC
PH: 1-406-697-3022
EMAIL: ADAMAS.MT.406@GMAIL.COM
CONTRACTOR REGISTRATION# 228703

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	Project Milestones and Schedule		Lame Deer, Montana, Lame Deer Sewer Lagoon Sludge Removal Project: BI 16-N39
	Date	Milestone	Assigned To
▶	6/11/2018	Project Start & Construction Meeting - Begin Mobilization & Site Prep	Nathan Pierce & Chad Riesland, NCUC Crew
	6/14/2018	All GIS, CAD, Topo and other data Submitted to ADAMAS from IHS	IHS SFC - James Courtney
	6/18/2018	Weekly Meeting/Safety -Site prep & Landing pads Complete	Nathan Pierce & Sheri Bement – ADAMAS & NCUC
▶	6/18/2018	Mobilization Complete - FLUMP Delivery & setup	Crisafulli Inc & Nathan Pierce NCUC Crew
▶	6/19/2018	Begin Dredging Operation	NCUC, Nathan Pierce
	6/25/2018	Weekly Meeting/Safety - Begin Sludge Transportation to Receiving areas	Sheri Bement & Nathan Pierce Big Horn Sand & Gravel
▶	7/2/2018	weekly Meeting/Safety - Begin Bio-Solid/Sludge Application	Nathan Pierce, Josh with M.A.P.S., Lands, Joe Pachel
	7/4/2018	Independence day	
	6/4/2018	Weekly Meeting/Safety	Sheri Bement & Nathan Pierce
▶	7/18/2018	Weekly Meeting/Safety Dredging Operation Complete - Begin Breakdown of Dredge	NCUC, Nathan Pierce
▶	7/25/2018	Bio-Solid Transportation Complete	Sheri Bement & Nathan Pierce – Big Horn S& G
▶	7/28/2018	Land Application Complete	Nathan Pierce, Josh with M.A.P.S., Lands, Joe Pachel
▶	7/31/2018	Demobilization & Cleanup	NCUC, Nathan Pierce, Rain for Rent
▶	7/31/2018	Final Inspect Complete	IHS, TRIBAL EPD, NCUC, ADAMAS, PIONEER
▶	8/3/2018	Final Meeting, All Reports Complete & Filed	IHS, NCUC, TRIBE, NCEPD, NC LANDS, ADAMAS, PIONEER
※▶	8/6/2018	Project End	

EXHIBIT - B

EXHIBIT - B

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Monday, July 16, 2018 9:46 AM
To: Courtney, James (IHS/BIL)
Cc: Sheri Bement
Subject: Re: Sludge Application on Tom Robinson Property

James can you give me his contact information please. I will call and arrange. His would be shorter distance to haul.

We are currently in Billings waiting on a part to be fabricated so that we can complete the pumping process and should begin land application this week.

We will be on-site in lame deer as soon as possible today.

Thank you.

On Mon, Jul 16, 2018, 8:44 AM Courtney, James (IHS/BIL) <James.Courtney@ihs.gov> wrote:

Hello,

I just received a call from Tom Robinson. He appears to still be interested in receiving the sludge on his property.

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

HertzWu, Sara

From: ADAMAS CONSTRUCTION And DEVELOPMENT SERVICES PLLC <adamas.mt.406@gmail.com>
Sent: Thursday, August 16, 2018 12:44 PM
To: Courtney, James (IHS/BIL); White, Jim (IHS/BIL); Allen, Quentin B (IHS/BIL); Sheri Bement; Dion KILLSBACK; Cummins, George (IHS/BIL); doris.ncuc@gmail.com
Subject: Lame Deer Lagoon Project
Attachments: LD - Survey Logs (July 2018).pdf; Lame Deer Lagoons (map sketch).pdf; IHS Estimates.pdf

James,

It was good seeing you yesterday and I was happy that we could assist you and Todd with the collection of the sludge survey data, by giving you a ride on our dredge. You requested a copy of our Sludge survey data performed in July before we began removal of the sludge. Please find a PDF copy attached along with a map to help give you a frame of reference of where these samples were collected on the pond. I would be grateful if you could share your results with us.

We reached out to you when we initially found these results and expressed our concern there was/is more sludge than anticipated. With the lift station being off line for over 1 year and with cell 1 of the system being offline, directing all solids and trash directly into cell 2, it's reasonable to find more sludge than 1.5 or 1.25 feet initially estimated by IHS reports, dated 12/31/2016 & 6/28/17. (Attached) It is our understanding that Black Canyon, the company installing the blower equipment, built a dam into the pond system that extended several feet into the water and when they pumped the water out of the dammed area, they ran into sludge at less than 16 inches below the surface of the water and requested a change order. This further substantiates our claim that the sludge depth was higher than estimated.

I am also relieved we have found and have agreed on an apples to apples comparison of how to estimate the amount of sludge removed from the pond system. As IHS initially used the average sludge depth across the bottom of the pond, verified by physical inspection, to determine the original estimates for the bid packet, it seems fair to continue to use this method to estimate the removal quantities.

Based on the estimates of our team and the test performed by our company, we estimate that we have removed at our around 1.37 feet of sludge from the bottom of the pond.

$1.37 \text{ feet} \times 88,049/\text{sf} = 120,627.13/\text{cf}$
 $120,627/\text{cf} \times .037 = 4469.3333 \text{ CY}$

$4469.3333 \times 201.974 = 902,698.24/\text{US Gallons}$

We respectfully request payment for the pumping, hauling and application of the sludge. If your origination would like us to remove additional amounts please send us an appropriate change order.

Best regards,

Nathan Pierce

--

Nathan Pierce - Owner/General Manager

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

CONTRACTOR REGISTRATION# 228703

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SLUDGE SURVEY Monday July 9th 2018

	A	B	C	D	E	F	G	H
1								
2		3.1		2.8			3.2	
3	2.2		1.9			2.9		
4		1.6						
5		2.6		2.7			1.8	
6					.9			

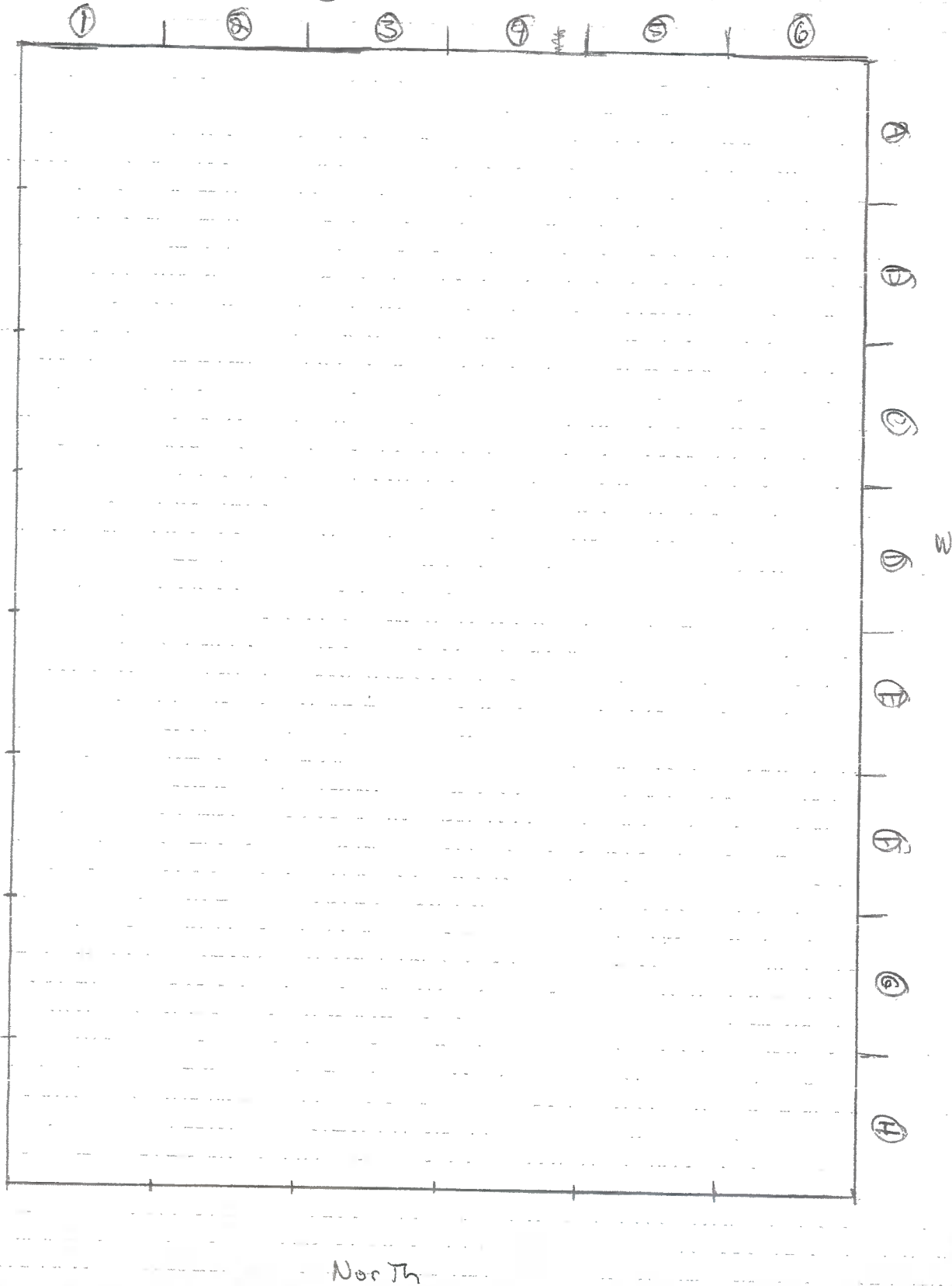
AVERAGE 2.33 FEET

The following survey was taken at the Lake Deer Lagoons using a Coretaker/sludge judge and was recorded at the time the samples were taken. A motorized dredge was used to take the samples across cell # 2 of the lagoons system. These samples were taken to determine or estimate the beginning sludge depth layer.

*Notes lift station is off line and has been offline for over a year. This has taken Cell #1 out of operation, resulting all solids and trash going into cell #2 (Photos taken)

Scale:
1" = 10 Feet

South



North

Engineer:

Billings Area Indian Health Service

Project:

Date: 12/31/2016

Sludge removal calculations

Cell 2:

Approx sludge depth:	1.5 '		
Floor area:	88,049	sf	
Area @ sludge depth:	91,786	sf	
approx sludge vol:	89,917	cf =	4,995 cy

Cell 3:

Approx sludge depth:	1 '		
Floor area:	207,709	sf	
Area @ sludge depth:	88,020	sf	
approx sludge vol:	355,574	cf =	13,169 cy

Total volume to be removed:			18,165 cy
-----------------------------	--	--	-----------

Engineer: Rydquist
Project: Lame Deer lagoon renovation

Billings Area Indian Health Service
Date: 6/28/2017

Sludge removal quantities

Approximate sludge depth:	15 " =	1.25 '	
floor area	88,049		
top of sludge area	91,786		
approx sludge volume:	112,397 cf =	4,163 cy =	840,729 gal
unit weight, water	8.34 lb/gallon		
est specific wt, sewage solids	1.3		
unit weight, solids	10.842 lb/gallon		
% solids by weight:	6.13%	% water by weight:	93.87%
unit weight of sludge	8.49 lb/gallon		
Total weight of sludge:	7,140,621 lb		
Total weight of solids:	437,720 lb =	219 ton =	199 dmt