

AGENDA

*Special Council Meeting
City Hall Conference Room*

*January 3, 2014
12:00 p.m.*

**CALL TO ORDER
ROLL CALL**

NEW BUSINESS

RESOLUTION 3657: A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH TETRA TECH, INC.

PUBLIC COMMENT

ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under request of Citizens provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed. Public matter does not include contested cases and other adjudicative proceedings.

RESOLUTION NO. 3657

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH TETRA TECH, INC.

WHEREAS, the City has applied for and received a \$6,000.00 grant from the Montana Reclamation and Development Grants Program which requires that the City match \$600.00;

AND WHEREAS the City published a request for proposals for grant writing services to secure a grant with the U.S. Environmental Protection Agency's Brownfields Assessment, Revolving Loan Fund, and Cleanup Grant Competition;

AND WHEREAS Tetra Tech, Inc., a Montana corporation, has submitted a proposal for grant writing services, and the City wishes to enter into a Consulting Services Agreement with Tetra Tech, Inc., to provide the requested grant writing services;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The City hereby approves the Consulting services Agreement provided by Tetra Tech, Inc., attached hereto as Exhibit "A," with the addition of the following sentence at the end of Article 4, titled "Compensation": "Total compensation under this agreement shall not exceed \$6,600.00." The Mayor of the City of Miles City is hereby empowered and authorized enter into said agreement, as amended, on behalf of the City of Miles City and bind the City of Miles City thereto; and

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 3RD DAY OF JANUARY, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made this 24th day of December 2013, by and between:

Tetra Tech, Inc.
2525 Palmer Street, Suite 2
Missoula, MT 59808
(406) 543-3045
(406) 543-3088 Fax
Attn: Natalie Morrow

(hereinafter referred to as the "Consultant") and:

City of Miles City, Montana
519 Main Street, Suite One
Miles City, Montana 301
(406) 232-1524
Attn: Connie Muggli

(hereinafter referred to as the "Client")

WHEREAS the Client requires that certain Technical Services (the "Services") be provided in connection with the project that is identified in the Consultant's Proposal (the "Project"); and

WHEREAS the Consultant possesses the necessary skills and experience to provide the required Services;

NOW THEREFORE the Client and the Consultant hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

The Contract (and the Contract Documents) shall be deemed to include:

1. Agreement
2. General Terms and Conditions of the Consulting Services Agreement
3. Consultant's Proposal

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

ARTICLE 2 SCOPE OF SERVICES

The Scope of Services under this Agreement shall be as set out in the Consultant's Proposal dated December 24, 2013 to EPA Brownfields Assessment Grant application, or as otherwise mutually agreed

to by the Consultant and the Client in writing. It is the intention of this Agreement that the Consultant furnish all labor, materials, equipment, supplies, services, facilities, and all other things necessary to provide the required Services, except those items specifically stated as being furnished by the Client.

ARTICLE 3 SCHEDULE

The Consultant shall commence work promptly upon receipt of authorization to proceed, and shall proceed diligently and continuously to provide the Services in accordance with the schedule set out in the Consultant's proposal or otherwise mutually agreed to by the Consultant and the Client.

If any of the Services described in Article 2 hereof shall have been performed prior to execution of this Agreement by all parties hereto, and at the direction of the Client, then in such event, this Agreement shall take effect as of the date such Services actually commenced, and Consultant shall be reimbursed for all such costs incurred at the direction of the Client.

ARTICLE 4 COMPENSATION

In consideration of the performance of the Services described herein and the fulfillment of all covenants and conditions applicable thereto, the Client hereby agrees to make payment to the Consultant for Services actually provided at the Consultant's rates set forth in the Consultant's proposal and in accordance with the General Terms and Conditions of the Consulting Services Agreement attached hereto. Total compensation under this agreement shall not exceed \$6,600.00.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the following parties hereto have executed this Agreement as of the effective date first written above.

Tetra Tech, Inc.

Client: City of Miles City, Montana

By: _____
Natalie J. Morrow

By: _____

Title: Project Manager/Sr. Env. Geologist

Title: _____

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS OF THE MASTER CONSULTING SERVICES AGREEMENT

The following provisions shall be incorporated into and be deemed to be a part of the Agreement between Tetra Tech, Inc. (the "Consultant") and City of Miles City (the "Client"), wherein the Consultant is required to provide professional consulting services to the Client.

GENERAL

1. STANDARD OF CARE

The Consultant will provide professional consulting services, as defined in the Scope of Work or otherwise mutually agreed to between the Consultant and the Client, and in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this Agreement. No other representations are made to the Client, express or implied, and no warranty or guarantee not expressly stated herein is included or intended in this Agreement or in the Consultant's proposals, contracts, reports, opinions, designs or documents.

2. RELATIONSHIP OF THE PARTIES

A. If all or any part of the Scope of Work is to be performed in the general vicinity of an existing operating plant or facility owned or operated by the Client or in an area where dust, fumes, gas, noise, vibrations and other particulate or non-particulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to employees working in the area, or to others working in the general vicinity of the work area, the Client shall notify the Consultant of such nuisance or health hazard and thereafter the Consultant and all subcontractors shall take reasonable measures to protect their employees against such possible nuisances or health hazards.

B. Consultant and its employees, agents, affiliates and subcontractors shall act solely as independent contractors in performing Services under this Agreement. Except as specifically provided in this Agreement Consultant shall have no right or authority to act for Client and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, Client. Consultant, its employees, agents, affiliates and subcontractors shall not be considered agents or employees of Client. Reliance upon the Services provided under this Agreement is limited to Client and any third party reliance that may be available is contingent upon written agreement executed by Consultant and upon the full execution by the third party of a letter of understanding provided by Consultant. Client acknowledges that the Services provided under this Agreement shall in no way be construed, designed or intended to be relied upon as legal advice or interpretation.

3. CLIENT RESPONSIBILITIES

A. Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to the Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

B. The Client shall furnish right-of-entry and equipment access for the Consultant and its subcontractors to make borings, surveys and/or explorations. While the Consultant will operate with reasonable care so as not to damage property or improvements, cost of repairing any unavoidable damage shall not be the responsibility of the Consultant, unless otherwise stated herein. The Consultant shall not be liable for damage to or injury arising from damage to subterranean structures or infrastructure (pipes, tanks, cables, etc.) which are not called to the attention of the Consultant and

correctly shown on the plans furnished to the Consultant, in connection with Services provided under this Agreement.

4. The Client acknowledges that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by the Consultant. Because the available data are limited, the Client acknowledges that there is some level of uncertainty with respect to the interpretation of these environmental, geologic, and geotechnical conditions, despite the professional care and skill applied by the Consultant
5. The Client recognizes that a satisfactorily designed, installed, and maintained monitoring system may assist in the early detection of environmental changes, and if detrimental changes are detected, permit prompt development and implementation of mitigating or remedial measures. Unless it is specifically included in the Scope of Work under this Agreement, the Consultant will not perform such monitoring, and any such monitoring shall be the sole responsibility of the Client.

6. REUSE OF DOCUMENTS

A. The Client shall have the right to use the reports, reproductions thereof, drawings and specifications resulting from the Consultant's efforts under the Agreement (the "Materials") only for those purposes expressly contemplated in the Agreement. The Materials shall not be used by Client for other projects, for additions to the subject project, for any portions of the project following any termination of the Consultant, or for completion of the project by others (unless the Consultant is in material breach of this Agreement), except by agreement in writing.

B. In the event that the Client agrees to, permits or authorizes changes in the drawings, specifications, reports and documents prepared by the Consultant pursuant to this Agreement, which changes are not consented to in writing by the Consultant, the Client acknowledges that the changes and any effects arising there from are not and shall not be the responsibility of the Consultant and the Client agrees to release the Consultant from all liability arising from the use of such changed documents. The Client further agrees to defend, indemnify and hold harmless the Consultant, its affiliates and their respective directors, officers, employees, agents and subcontractors from and against all claims, demands, damages or costs arising from such unauthorized changes and their effects.

7. PRESERVATION OF SAMPLES

The Consultant shall not be obligated to preserve samples of soil, rock, or water obtained from the project site(s) for longer than thirty (30) days after the issuance of any document that includes, but is not limited to, the data obtained from those samples. The Client agrees to receive any such sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the 30-day term.

8. The Consultant shall act only as an advisor in all governmental relations.

9. INFORMATION PROVIDED BY OTHERS

The Consultant shall provide the required Services based upon information available at the time, including information provided by the Client and others upon which the Consultant shall reasonably be entitled to rely. The Consultant shall not be liable for any errors, omissions, or inaccuracies which result from the Consultant's reliance on such information provided by others, provided however that the Consultant shall be obliged to review such information for appropriateness, prior to its use, and shall promptly notify the Client of any apparent errors, omissions or inaccuracies.

10. COMPENSATION

- A.. The Consultant shall be compensated for all labor, material, equipment, subcontract and related charges (including all applicable taxes) incurred in connection with providing the required

professional consulting services, including such activities as investigations, research, design development, preparation of reports, drawings and specifications, and construction management or site inspections / construction oversight, as well as for word processing, graphics, report production, and other clerical activities associated with the Services.

- B. Time spent traveling, when in the interest of the project, will be charged to the Client at hourly rates. No more than eight (8) hours of travel time will be charged in any day.
- C. The estimated budget or maximum fee set forth in the Consultant's Proposal is for the Scope of Work described therein. Additional work due to changes in the Scope of Work requested by the Client, as well as additional work due to changed field conditions, shall constitute additional services for which additional compensation shall be paid in accordance with the Schedule of Charges.
- D. On each anniversary of this Agreement, the Schedule of Charges shall be subject to review and adjustment, as necessary to reflect annual increases in wages and operating expenses.

11. INVOICES AND TERMS OF PAYMENT

- A. Invoices for Services provided by the Consultant will be rendered monthly, and will be payable by the Client upon receipt. Such invoices will clearly delineate: the task(s) worked on; the respective quantities of each task completed or the time and expenses incurred; the applicable unit rate(s); the arithmetic extensions of the amounts invoiced; and such additional information as may be appropriate in support of the invoice. The Client hereby agrees that the periodic invoices rendered by the Consultant are correct, conclusive, and binding on the Client unless the Client notifies the Consultant in writing, within ten (10) days from the date of receipt of such invoices, of alleged inaccuracies, discrepancies, or errors.
- B. Should the Client fail to make payment on any invoice within thirty (30) days of the date of receipt of such invoice, a late payment charge of 1-1/2% per month, or a monthly charge not to exceed the maximum rate allowed by law, will be payable on any outstanding balance. Should the client fail to make payment on any invoice within sixty (60) days of the date of receipt of such invoice, the Consultant shall have the right to consider such default in payment a material breach of this Agreement and may, upon giving seven (7) days written notice, suspend any or all services in connection with the Project until all outstanding amounts are paid in full. Any attorneys' fees or other costs incurred in collecting any delinquent account shall be paid by the Client.
- C. If payment for services rendered is to be made to the Consultant by a third-party lender, on behalf of the Client, the Client agrees that the Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

12. LIMITATION OF LIABILITY

The Client agrees that the Consultant's liability to the Client, including that of Consultant's directors, officers, employees, agents and subcontractors, for all claims, suits, including, but not limited to, third party claims and suits, arbitrations or other proceedings arising from the performance of the Services under this Agreement, shall be limited to an aggregate of \$50,000 or the fee for services rendered, whichever is less, and shall in no case exceed the amount of the insurance coverage provided by the Consultant under this Agreement. The Consultant shall not be liable to the Client, Client's employees, consultants, contractors, subcontractors, agents, or any other third parties for special, incidental, consequential, or penal losses or damages (including but not limited to lost profits and/or loss of use of the project or site that is the subject of this Agreement) under any circumstances.

13. INDEMNIFICATION

- A. The Consultant shall indemnify, defend, and hold harmless the Client from and against all

liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which the Client hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders to the extent that the Client proves such death, injury or damage was caused by (1) the negligence or willful misconduct of the Consultant, its directors, officers, employees, agents, or representatives in performance of this Agreement; or (2) the Consultant's breach of any term or provision of this Agreement; except to the extent such liabilities or losses are attributable to the negligence or willful misconduct of the Client.

B. The Client acknowledges that in seeking the professional services of the Consultant, the Client may be requesting the Consultant to undertake, for the Client's benefit, activities involving the presence or potential presence of hazardous, toxic or pollutive substances. The Client shall indemnify, defend, and hold harmless the Consultant and its directors, officers, employees, agents and subcontractors, from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable expert witness's and attorney's fees), which the Consultant hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders as a result of or in connection with (1) any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic or hazardous materials, or failure to detect or properly evaluate the presence of such substances; or (2) any action taken by the Consultant, its directors, officers, employees, agents, or representatives as Client's agent under the section entitled REPORTING AND DISPOSAL REQUIREMENTS.

C. In the event that a claim is made by one party or parties against the other party or parties, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of professional services, or any breach of this Agreement, and the claiming party fails to prove such claim, then the claiming party shall pay any and all costs incurred by the defending party in defending itself against the claim, including, but not limited to, attorneys' fees, expert witness fees, and court costs. The claiming party agrees that such payment shall be made immediately following dismissal of the case or upon entry of final, non-appealable judgment.

14. INSURANCE

A. The Consultant will maintain, throughout the term of this Agreement, insurance of the kinds and having the limits of liability and coverages as set forth below:

1. Worker's Compensation-Coverage A Statutory
Employer's Liability-Coverage B \$1,000,000 each occurrence
2. Commercial General and Contractual Liability
Bodily Injury \$1,000,000 each occurrence
\$1,000,000 aggregate
Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate
3. Comprehensive Automobile Liability
Combined Single Limit \$1,000,000
4. Professional Liability \$2,000,000 each occurrence
\$2,000,000 aggregate

B. Upon request by the Client, the Consultant shall provide a Certificate of Insurance evidencing such coverages and shall not cancel, reduce, restrict or change in any way the insurance coverage provided, without giving at least thirty (30) days prior written notice to the Client.

15. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Consultant agrees not to disclose to third parties, without the Client's prior written permission, confidential or proprietary information or trade secrets provided to the Consultant or its employees, agents, or subcontractors, which have not been previously disclosed to the Consultant by outside third parties, or which are not in the public domain, except to the extent that such information is required by law or by the professional obligations of the Consultant to be disclosed. The Consultant will use its best efforts to safeguard from unauthorized disclosure to third parties any such information given to it. The Client agrees not to disclose to third parties confidential or proprietary information provided to it by the Consultant without prior written permission.

16. REPORTING AND DISPOSAL REQUIREMENTS

A. Nothing contained in this Agreement shall be construed or interpreted as requiring the Consultant to assume the status of an owner, operator, generator, transporter, storer, treater, disposer or person who arranges for disposal, as those terms, or any other terms, appear within any federal or state statute governing the treatment, storage and disposal of hazardous or toxic substances or wastes. The Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the project site(s), or discovered during the performance of the Services under this Agreement.

B. The Client shall be solely responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose of, or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, or water from well development, sampling and/or testing left on the project site(s) by the Consultant. The Client agrees to be the signatory as generator for any manifests required for such materials. The Consultant may, in its sole discretion, agree to make such arrangements on behalf of the Client, as the Client's agent, however, no agreement by the Consultant to make such arrangements on behalf of the Client on any such occasion shall confer any responsibility or liability upon the Consultant or be construed to be an agreement to make such arrangements on any preceding or succeeding occasions.

17. TERMINATION

A. If either party to this Agreement should fail to comply with the requirements of the Agreement, the other party may notify the failing party in writing that it is in default of its contractual obligations and instruct it to immediately correct the fault. If the default is not immediately corrected, the notifying party may, without prejudice to any other right or remedy it may have, terminate the Agreement. This Agreement may also be terminated by the mutual written consent of both parties with 30 days prior written notice.

B. Upon termination of the Agreement, the Client shall immediately compensate the Consultant for work completed and Services rendered. In addition, an equitable adjustment shall be made to provide for termination costs arising from commitments which had become firm before termination, and for the winding up and protection of the work. If the Consultant is in default, the Client shall be entitled to deduct from the monies owing to the Consultant the amount of any incremental costs reasonably incurred in correcting the default, provided that such incremental costs are certified to the Consultant. There shall be no payment for loss of anticipated profits or consequential damages.

C. All provisions of the Agreement under the headings GENERAL, LIMITATION OF LIABILITY, INDEMNIFICATION and REPORTING AND DISPOSAL REQUIREMENTS shall survive the termination, suspension or completion of this Agreement.

18. UNFORSEEN CIRCUMSTANCES

If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in Consultant's sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the Scope of Services, Client will agree with Consultant to modify the Scope of Services and Consultant will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when executed by Client and Consultant will be a valid change order in accordance with the provisions of Section 10 of this Agreement. As an alternative, Consultant may terminate Services under this Agreement in writing effective on the date specified by Consultant, in which event Client shall pay Consultant for services performed to the date of termination, plus reasonable expenses of termination.

19. FORCE MAJEURE

Consultant shall not be liable to Client for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative; administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of Consultant, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and Consultant shall have no further liability to Client therefor. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto

20. ASSIGNMENT OF AGREEMENT

Neither the Client nor the Consultant shall assign any rights or obligations under this Agreement without the prior written consent of the other.

21. ENTIRE AGREEMENT

The written Agreement constitutes the entire Agreement between the Client and the Consultant. It supersedes all prior written or oral agreements, or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representation, statements, or agreements other than those herein expressed.

22. MODIFICATION OF AGREEMENT

The conditions of this Agreement may not be modified except by written agreement between the Consultant and the Client, and no amendment to this Agreement shall be binding on either party unless reduced to writing, and signed by an officer or duly authorized representative of the party sought to be bound thereby.



TETRA TECH

SUBMITTED ELECTRONICALLY VIA EMAIL

December 24, 2013

Connie Muggli
Historic Preservation Director
519 Main Street, Suite 1
Miles City, Montana 59301

RE: PROPOSAL FOR GRANT WRITING SERVICES

Dear Ms. Muggli:

This proposal was prepared by Tetra Tech, Inc. (Tetra Tech) in response to a Request for Proposal (RFP) issued by the City of Miles City (the "City") in December 2013. The City was awarded funding by the Department of Natural Resources and Conservation (DNRC) to contract grant writing services to prepare an assessment grant application for the 2014 U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant and has requested proposals from qualified Environmental consultants to provide those services.

QUALIFICATIONS & GRANT WRITING EXPERIENCE

Tetra Tech has provided Brownfield grant writing services, grant writing consultation, public outreach, and environmental services to large and small communities, tribal governments, and economic development agencies and developers. Tetra Tech has assisted our clients with high quality and successful grant applications. Our wealth of experience on Brownfields and non-Brownfields projects allows us to anticipate possible issues and recommend proven solutions. For this project we propose to use Ms. Natalie Morrow and Mr. Nick Sovner will work together and with the City to complete the brownfield grant. Ms. Morrow will serve as Project Manager and Mr. Sovner as Assistant Project Manager. Attachment A presents resumes for Ms. Morrow and Mr. Sovner.

Natalie Morrow, LG, LHG

Ms. Morrow is located in Tetra Tech's Missoula office. She is a Licensed Geologist and Hydrogeologist with over 19 years of diverse experience managing and completing environmental projects for private and public sector clients. Ms. Morrow has served as the project manager and/or technical manager on many brownfield projects over the last 9 years, and has over 19 years of diverse experience managing and completing environmental projects. She was the primary author of the 2007 EPA Hazardous Substance and Petroleum Assessment Grant application for Lewis and Clark County, Montana.

Ms. Morrow has worked on multiple underground storage tank, landfill, sawmill, railroad, industrial, mining, and pentachlorophenol sites. The focus of her experience over the years, has been in the areas of site investigation and remediation planning. Facilities have included CERCLA, RCRA, state Superfunds, voluntary cleanups, and Brownfields involving inorganic and organic contaminants. She has designed, managed, and

Tetra Tech

2525 Palmer Street, Suite 2, Missoula, MT 59808
Tel 406.543.3045 Fax 406.543.3088 www.tetratech.com



Ms. Connie Muggli
December 24, 2013

implemented hydrogeologic and geochemical investigations involving surface water, groundwater, soil, sediment, and mine, mill and smelter waste in support of remedial design and remedial action.

Ms. Morrow has managed and supervised large-scale remedial investigations with crews of up to 20 people and has coordinated report writing efforts with several multi-disciplinary co-authors, including risk assessors. She has performed remediation planning (cleanup plans, FSs, EE/CAs); and implements and provides oversight for remedial actions. She also develops EPA and state-approved work plans, quality assurance project plans, and cleanup plans; performs quality assurance monitoring, and data evaluation/validation.

Nick Sovner

Mr. Sovner is located in Tetra Tech's Helena office and has over 5 years of experience working on environmental monitoring and remediation projects. Prior to Tetra Tech he was the Petroleum Brownfields coordinator at Montana Department of Environmental Quality (DEQ). As coordinator he prepared annual petroleum Brownfields grant proposals, wrote Sampling Analysis Plans/Quality Assurance Project Plans and task orders for the direct cleanup of petroleum release sites. His other project experience has included managing environmental investigation at numerous petroleum hydrocarbon release sites across Montana.

Mr. Sovner's project work has involved the utilization of state Petroleum Funds, the American Recovery and Reinvestment Act (ARRA) grant, and Brownfields grants. He has written grant proposals, managed budgets, researched potential responsible parties, and completed final reporting. Field work experience includes environmental site assessments, soil sampling, groundwater and surface water sampling, vapor intrusion investigations, soil monitoring, and vegetation surveys.

The following table illustrates relevant projects associated with the proposed key personnel.

BROWNFIELD PROJECT	CONTACT	CONTACT INFORMATION
Lewis & Clark County Brownfield Assessment Projects, Lewis and Clark County, Montana	Ms. Laura Erickson, County Grant Coordinator, Lewis and Clark County, Montana	316 N. Park Street Helena, MT 59623 Ph. 406.447.8383 lerickson@co.lewis-clark.mt.us
Greater Moscow Are Coalition Brownfields Project. Moscow, Idaho	Mr. Jeff Jones, Executive Director Economic Development Specialist, Moscow Urban Renewal District, City of Moscow, Idaho	206 E. Third Street Moscow, ID 83843 Ph. 208.883.7007 jjones@ci.moscow.id.us
Former Dubois Sawmill Site Assessment and Cleanup, Wyoming DEQ	Ms. Vickie Meredith, Wyoming DEQ	510 Meadowview Drive Lander, WY 82520 Ph. 307.335-6948 vickie.meredith@wyo.gov

PROJECT APPROACH AND SCHEDULE

Our project approach will consist of preparing a grant application that will be in compliance with EPA Grant Requirements document EPA-OSWER-OBLR-13-05. We intend on



working closely with representatives of the City to keep them fully involved with the grant writing process. As draft sections of the grant application are produced they will be reviewed internally by Tetra Tech then submitted electronically to the City for review and comment. A final draft grant application will be submitted to the City on or before January 20, 2014 in order to meet the EPA deadline of January 22, 2014 for submittal of the grant application.

Our team is fully prepared to initiate work on this project immediately upon notification to proceed. Tetra Tech currently employs approximately 60 professionals in our four Montana offices. That depth of talent provides us with the ability to shift project responsibilities as needed to clear schedules when a client's project has a relatively short deadline, such as this grant application. Ms. Morrow's project commitments will be cleared so she has the ability to focus as primary author for this grant application. Mr. Sovner's schedule will also be coordinated so he may provide technical support and internal review of the grant.

It is our understanding that the City will award the grant writing project on December 27, 2103 and notify the selected Environmental consultant by December 30, 2014. It is also our understanding that the City will provide a copy of the 2013 EPA Brownfields Community-Wide Assessment application and the EPA debriefing materials for reference. Those documents will be useful in expediting preparation of the 2014 grant application.

PROJECT CONTRACTING

We understand that the DNRC has awarded the City with approximately \$6,600 to prepare this grant application. We assume the majority of those funds will be available to the environmental consultant that is selected to prepare the grant application on behalf of the City. We also recognize that the City may require a portion of those funds in order to cover administrative costs and that the final amount available to the environmental consultant will be negotiated following the selection process.

To that end, **Attachment C** includes a Consulting Services Agreement (contract) for your review. Our receipt of a signed copy of the enclosed contract will act as our authorization to proceed with this project. **Attachment B** provides a copy of our insurance certificate. We appreciate the opportunity to provide you with this proposal and please contact Natalie Morrow at 406.543.3045 if you have any questions.

Best Regards,
Tetra Tech

Ms. Natalie Morrow, L.G.,LHG
Project Manager/Sr. Environ. Geologist

Mr. Nicholas Sovner
Environmental Scientist

for

- Attachments: A – Resumes
B – Insurance Certificate
C – Consulting Services Agreement

ATTACHMENT A

Resumes

NATALIE J. MORROW, LG, LHG

Project Manager / Sr. Environmental Geologist

EDUCATION

MS, Environmental Geology (Hydrogeology and Geochemistry), University of Montana, 2002
BA, Environmental Geology (Hydrogeology and Geochemistry), University of Montana, 1995

REGISTRATIONS/CERTIFICATIONS

Licensed Geologist: Washington (#230, 2001)
Licensed Hydrogeologist: Washington (#230, 2001)
Listed Environmental Consultant: Colorado (#6262)

EXPERIENCE SUMMARY

Ms. Morrow has over 19 years of diverse experience managing and completing environmental projects for private and public sector clients. She has managed projects from a few thousand dollars to multi-year projects up to 1.6 million dollars. The focus of her experience over the years, has been in the areas of site investigation and remediation planning for mining and mining-related sites; and a wide variety of commercial and industrial facilities. Facilities have included CERCLA, RCRA, state Superfunds, voluntary cleanups, and Brownfields involving inorganic and organic contaminants. She has designed, managed, and implemented hydrogeologic and geochemical investigations involving surface water; groundwater; mine, mill and smelter waste; and impacts soil and sediment in support of remedial design and remedial action. She has managed and supervised large-scale remedial investigations with crews of up to 20 people and has coordinated report writing efforts with several multi-disciplinary co-authors, including risk assessors. She also performs remediation planning (cleanup plans, FSs, EE/CAs); and implements and provides oversight for remedial actions. She also develops EPA and state-approved work plans, QAPPs, and cleanup plans; performs QA monitoring, and data evaluation/validation according to CLP guidelines.

PROJECT EXPERIENCE

- **Phase I and II ESAs, Montana, Idaho and Washington.** Conduct Phase I and II ESAs in accordance with ASTM and/or EPA AAI standards. Develop state- and EPA-approved work plans, sampling and analysis plans (SAPs), quality assurance project plans (QAPPs), and prepare investigation reports for Phase II ESAs. Clients include institutional lenders, large and small corporations, and public entities (e.g., military agencies, U.S. Forest Service). Sites include industrial and commercial facilities, undeveloped properties, and large tracts of forestland. (1996 to present)
- **Paris Work Center Remedial Investigation and Feasibility Study, US Forest Service, Paris, Idaho.** Assistant Project Manager. Co-developed investigation approach to investigate subsurface soil and groundwater at a former post and pole wood treatment facility that used diesel, creosote, and pentachlorophenol (PCP). Performed a direct-push soil and groundwater investigation for 28 locations; based on results, installed 8 groundwater monitoring wells in Spring 2013 followed by quarterly groundwater monitoring. Dioxin and PCP were identified in soil and groundwater; including a PCP groundwater plume. Quarterly monitoring is on-going. Additional work scheduled includes a risk assessment, feasibility study, and possible cleanup action; and installation of additional wells. (2010 – Present)
- **Greater Moscow Area Coalition Brownfields Project, City of Moscow, Moscow, Idaho.** Project Manager. Complete Phase I and II Environmental Site Assessments. Develop investigation plans and corresponding work plans (SAP/QAPP), health and safety plans (HASPs), proposals and cost estimates for Phase II Environmental Site Assessments. Coordinate and manage Phase I and II field personnel, prepare and review site assessment reports and cleanup plans (2011-2013).
- **Lewis and Clark County Brownfield Assessment Projects, Helena, Montana.** Technical Manager for two brownfield assessment projects awarded to Lewis and Clark County in 2007 and again in 2011. Prepared brownfield grant application for assessment grant awarded in 2007. Assisted with site inventory, public outreach, provided technical guidance and report review, and prepared various project documents including SAPs, QAPPs, HASPs, and Phase I and Phase II Environmental Site Assessment reports. (2007 to 2013)

- **Former Dubois Sawmill Site, Targeted Brownfield Project, Wyoming Department of Environmental Quality, Dubois, Wyoming.** Assistant and Technical Project Manager and Quality Assurance/Quality Control Officer responsible for designing and implementing the project investigation approach and preparing the project sampling and analysis plan (SAP), quality assurance project plan (QAPP), and health and safety plan (HASP) to investigate potentially contaminated soil, waste, and groundwater from historic operation of the Site as a sawmill. Sampling approach included completion of over 116 test pits for area-wide grid sampling and focused sampling over the 60-acre property and an on-site solid waste disposal area. Potential contaminants investigated include petroleum hydrocarbons, volatile organic compounds, polynuclear aromatic hydrocarbons, polychlorinated biphenyls, and metals. Prepared the remedial investigation report, performed a statistical evaluation of metals to evaluate whether metals were naturally occurring or from on-site contamination, developed site-specific cleanup level for diesel-range organics, and performed a review of remedial alternatives including associated costs. (2006-2009)
- **Former Dubois Sawmill Site - Solid Waste Disposal Area Cleanup, Targeted Brownfield Project, Wyoming Department of Environmental Quality, Dubois Wyoming.** Project manager. Managed all aspects of the project and provided remediation oversight for the \$270,000 cleanup of the on-site solid waste disposal area. Cleanup activities included segregation of the pile into clean soil and wood, rock, waste (i.e. scrap metal), and VOC and petroleum hydrocarbon impacted soil. Waste piles were managed both on-site and off-site. Metal waste was hauled off-site for recycling and impacted soil spread on-site to aid in volatilization of the volatile fractions. Clean soil and rock were preserved on-site for future use. Prepared cleanup work plan and clean up report. (2009 to 2010)

Upper Blackfoot Mining Complex, Western Montana. Project Manager Responsible for day-to-day coordination of site investigation activities, personnel, and communication with Montana DEQ. Worked with DEQ to develop scopes of work, assisted in the preparation of cost estimates, and was responsible for tracking budgets and invoices for this project budgeted at approximately \$1.63 million. Co-designed remedial investigation with DEQ and senior advisor. Managed and supervised all field investigation activities including sampling crews of 15-20 people working in an expedited manner to: 1) address data gaps associated with surface water, groundwater, dispersed mine waste along flood plains, mine waste piles, sediment, and soil; 2) collected background soil for calculation of site-specific background threshold values (BTVs); 3) complete ecological risk investigations involving the collection of sediment, macroinvertebrate, periphyton, invertebrate, mammal, and vegetation samples; 4) complete a mine inventory for the large mining complex; 5) complete a vegetation survey of reclaimed and unreclaimed mine waste areas. Field effort involved using XRF for field screening of all mine waste and soil investigation areas. Developed site-specific field forms to support project tasks for consistency in data collection. Co-authored and coordinated co-author activities for the preparation of field sampling plans (FSPs), QAPPs, HASPs, remedial investigation work plan, summary report, and draft remedial investigation report. Performed data evaluation/validation according to CLP guidelines. (2007 to 2013)

- **Missoula Sawmill Site Brownfields, Missoula, Montana.** Assistant and Technical Project Manager responsible for designing and implementing the investigation approach and preparing the investigation SAP/QAPP. Implemented site assessment activities to investigate soil, wood waste, an on-site landfill, and groundwater. Contaminants of potential concern included petroleum hydrocarbons and methylene chloride in soil; and metals and manganese in groundwater. Evaluated complications for cleanup and redevelopment caused by buried wood waste and landfill materials at the site. Prepared technical memorandum report summarizing the results of this investigation including volume estimates and removal volumes in impacted areas. Prepared a draft voluntary cleanup plan, including development and evaluation of remedial alternatives, for submittal to MDEQ for review. (2004 to 2005)
- **Great Falls Brownfields Riverfront Redevelopment Project, Great Falls, Montana.** Assistant & Project Manager for the 45-acre Brownfield site comprised of over 14 commercial properties. Completed Phase I ESAs and designed and oversaw implementation of Phase II investigations. Prepared Phase II ESA SAPs, project QAPP, and investigation reports. Developed and evaluated remedial alternatives for both sub-areas of the site. Contaminants of concern included petroleum hydrocarbons, solvents, metals, pentachlorophenol, and dioxin. (2004 to 2005)

- **Site Investigation and Characterization, Spent Potliner Management Area and Rod Mill Area, Tacoma, Washington.** Assistant Project Manager responsible for designing and implementing an investigation to evaluate constituents of potential concern (COPCs) in soil, waste and groundwater. Developed work plan that used both area-wide and focused investigation methods as defined by Department of Ecology guidance documents to investigate spent potliner management area, waste water discharge area associated with the Rod Mill, and an on-site solid waste landfill. Evaluated analytical data according to Model Toxics Control Act. Primary COPCs at the site include petroleum hydrocarbons, cyanide, fluoride and polynuclear aromatic hydrocarbons. Prepared two site-characterization reports. Prepared portions of the remedial action work plan for remediation of three areas within the Rod Mill and portions of a focused feasibility study, including development and evaluation of remedial alternatives and remediation costs, for remedial action of a former on-site landfill. (2002 to 2005)
- **Trail of the Coeur d'Alenes, Rails-to-Trails, Northern Idaho.** Provided environmental services to support design and construction of a response-action recreation trail along the former Wallace Branch of the Union Pacific Railroad in northern Idaho. Collected railroad right-of-way dimensions and flood-damage information, verified bridge and culvert structure and locations, and sampled soils and ballast to evaluate lead concentrations originating from mine tailings used for railroad construction and spilled during transport. Information was used to construct the 77-mile long recreational trail. Project was awarded EPA's Phoenix Award for Brownfield Excellence in 2006. (1997 to 2001)
- **Norm Close Landfill, Missoula, Montana.** Project Manager. Performed an investigation in 2003 to delineate the lateral extent of the landfill in support of a wetland mitigation effort. In 2010, performed a remedial investigation to address data gaps from multiple prior investigations for the 24.3-acre landfill. The goal was to provide the MDEQ with enough information to be able to close the landfill. Reviewed and summarized past investigations and results. Designed and implemented the investigation using a site-wide grid with several additional focused sample points to delineate the lateral and vertical depth of landfill materials as well as lateral and vertical depths of potential contamination. Developed a cross-section based on test pit information. Found landfill materials extended to depths of 12 to greater than 15 feet, and that groundwater was in contact with up to several feet of landfill materials across the entire eastern portion of the site. Volatile organic compounds and petroleum hydrocarbons were present in soil but did not exceed individual soil screening levels. Investigation report was submitted to client and MDEQ. Recommended additional investigation to confirm or deny whether landfill materials are impacting groundwater and/or surface water at and near the site, and to evaluate potential for vapor intrusion of volatile constituents and landfill gases (e.g. methane) in anticipation of future site development. (2003, 2010-2011)
- **Mercury Vapor Study, Traveler's Rest State Park, Lolo, Montana.** Assistant Project Manager assisting archaeologists during historical excavations at Traveler's Rest State Park, a suspected campsite of the Lewis and Clark expedition. "Dr. Rush's Bilious Pills," taken by two members of the expedition during their stay at the campsite, contained mercury. The goal of the investigation was to determine if this site was the expedition's latrine location. Collected and analyzed 214 soil samples and in-situ locations for mercury vapor within, near and distal to the suspected camp latrine. Authored a detailed report of mercury vapor sampling and analysis for inclusion in the Western Cultural archaeological report. The mercury vapor results, along with other evidence discovered by the archaeologists, verified the location of the latrine and that the investigation location was an expedition campsite. Because of this work, Traveler's Rest is now a confirmed campsite of the expedition and the third confirmed expedition stop location along the 8,000-mile journey. (2001 to 2002)
- **Superior School District, Superior Petroleum Release Site, Superior, Montana.** Project Manager responsible for the design and implementation of a remedial investigation to install and sample monitoring wells for this site that includes two separate heating fuel oil releases. Upon request by MDEQ, co-authored the design of a biovent remediation system for two petroleum releases at the site, including preparation of a bio-vent corrective action plan and reviewing the design of two biovent remediation systems, and associated reporting. Based on site-specific data, Tetra Tech recommended against installation of the high-cost biovent system because natural attenuation appears to be occurring at the site. Following discussions with Superior School District and MDEQ, installation of the bio-vent system was delayed by MDEQ until further notice. Semi-annual to annual groundwater monitoring continues at the Site. (2005 to 2011)

- **Northwest Peterbilt Facility, Missoula, Montana.** Project Manager responsible for performing a Phase I ESA as part of due diligence for sale of the property. Phase I ESA indicated injection wells as recognized environmental conditions with petroleum hydrocarbons and solvents as contaminants of concern. Assisted the property owner with site cleanup activities that included design of remedial action approach and cost estimate, preparation of a remedial action work plan, remedial oversight, and preparation of a cleanup report for submittal to Missoula City-County Health Department (MCCHD) and MDEQ. Also acted as a liaison between the property owner and purchaser to resolve potential issues during cleanup of the site. Was successful in obtaining a no further action letter from both MCCHD and MDEQ for the cleanup action at the property. (2005 to 2006)
- **Remedial Investigation, Burger King Petroleum Release Site, Missoula, Montana.** Assistant Project Manager responsible for designing investigation approach, preparing work plan, organizing and coordinating a drilling and monitoring well installation program using the rotasonic drilling method. Supervised continuous coring of six one-directional boreholes in the Missoula Valley Aquifer up to 115 feet below ground surface and performed detailed lithostratigraphic logging of all cores. Prepared the remedial investigation report that included an evaluation of subsurface geology, including construction of cross sections. Identified the source area of contamination to the subsurface and groundwater at the site using previously collected data and information, conducting interviews, and evaluating current data. Prepared a feasibility study to evaluate remedial alternatives and remedial costs. (2000 to 2002)
- **Former Underground Storage Tank (UST) Site Investigation, Tacoma, Washington.** Project Manager responsible for developing the investigation approach and preparing work plans and reports associated with investigating and evaluating subsurface soil and groundwater at the former location of USTs at a rendering plant. Evaluated analytical results according to the Model Toxics Control Act. Diesel- and heavy-oil-range hydrocarbons were the primary constituents of potential concern. Evaluated hydrocarbons in groundwater using the acid/silica-gel cleanup analysis method to analyze these interferences. Currently working with client in preparation for entering the voluntary cleanup program. (2001 to Present)

CONTINUING EDUCATION

40-hr OSHA HAZWOPER, 1994

8-hr OSHA HAZWOPER Refresher, March 2008

8-hr OSHA Site Supervisor Training, 1997

NITON XRF Spectrum Analyzer Training, October 2006

Federal Railroad Administration Roadway Worker Protection, September 2006

Asbestos Inspector Training, June 2009

PUBLICATIONS

Hall DS, Babcock WA, Knudsen SL, Lockman JR, Philip NL., Higgins FR, Morrow NJ, Eckerle W, McCann K. 2003. Travelers rest national historic landmark: validation and verification of a Lewis and Clark campsite. Prepared for Missoula County Office of Planning and Grants, Missoula, MT.

Morrow NJ. 2002. Characterization of the lithostratigraphic factors controlling petroleum hydrocarbon migration in a portion of the Missoula Valley Aquifer, Missoula, Montana [unpublished Master's thesis]. Available from: University of Montana-Missoula.

PROFESSIONAL EMPLOYMENT HISTORY

Environmental Geologist/Hydrogeologist, Tetra Tech, 2004 to Present

Hydrogeologist, MCS, Inc., 2003 to 2004

Hydrogeologist/Geochemist, Tetra Tech (MFG, Inc.), 1996 to 2003

Field Technician, Olympus Environmental, Inc., 1994 to 1996

Laboratory Technician, Geochemistry Laboratory, University of Montana, 1994 to 1995

Air Quality Technician, City-County Health Department, 1994 to 1995

NICHOLAS S. SOVNER

Environmental Scientist

EDUCATION

BS, Rangeland Resources & Wildland Soils, Wildland Soils Option, Humboldt State University, 2005.

BA, Speech Communications with a Minor in Outdoor Recreation, Ithaca College, 1999.

Geographic Information Systems Certificate, Carroll College, 2011

REGISTRATIONS/CERTIFICATIONS

Safety and Health Services-Hazardous Waste Operations and Emergency Response (HAZWOPER) 40 hour course, HAZWOPER 8 hour refresher (current)

EXPERIENCE SUMMARY

Mr. Sovner has over five years of project management experience working on environmental monitoring and remediation projects. Work has involved the utilization of state Petroleum Funds, the American Recovery and Reinvestment Act (ARRA) grant, and Brownfields grants. He has written grant proposals, managed budgets, researched potential responsible parties, and completed final reporting. Field work experience includes environmental site assessments, soil sampling, groundwater and surface water sampling, vapor intrusion investigations, soil monitoring, and vegetation surveys.

PROJECT EXPERIENCE

- **Vapor Intrusion Sampling, Bozeman, Montana.** Mr. Sovner leads the sampling team for approximately 30 residential and municipal structures in Bozeman where volatile organic compounds (VOCs) are believed to be entering homes from the subsurface. The source of VOCs is from a closed landfill where an unlined waste cell exists. Sampling includes the use of 6 Liter Summa Canisters and air samples are being collected from indoor air, ambient outdoor air, sub-slab soil gas, and from existing radon mitigation systems. Air samples are being collected according to Montana Department of Environmental Quality Remediation Division guidelines. The project is also considered high profile and sensitivity with homeowners is crucial to the success of the project.
- **Surface Water Monitoring, Soda Springs, Idaho.** Mr. Sovner worked with a Tetra Tech team to collect stream velocity measurements, surface water samples and field parameters. Sample locations were located near current and proposed phosphate mines on the Teton National Forest and were accessed by snowmobile. Field equipment included the use of a Trimble GeoXT GPS, a YSI 556 MPS meter, a Hach 2100P turbidimeter, stream gage, and Marsh McBirney current meter. (2013)
- **Opencut Gravel Permit Application Preparation, throughout Montana.** Mr. Sovner assists clients with the preparation of opencut gravel permit applications. Permits are prepared with varying levels of existing data which are then incorporated into a Montana Department of Environmental Quality Plan of Operations application and submitted on the client's behalf. Permits require a thorough understanding of local geology, soils, groundwater and surface water conditions, water rights, mapping, reclamation, mining methodology and identification potential disturbances to neighbors and wildlife. (2012 to 2013)
- **Riley Pass Soil Survey, Buffalo, South Dakota.** Mr. Sovner worked with a Tetra Tech field team to delineate soils impacted by metals and radiation at a former uranium mine on the Custer National Forest. Daily tasks included safety meetings, logistics planning, use of X-Ray Florescence (XRF) for field screening metal concentrations in soils, soil sample collection, soil type identification, and GPS tracking of sample points. (2012)
- **Phase I and Phase II Environmental Site Assessments (ESAs)** Mr. Sovner conducts site assessment research and field work according to ASTM All Appropriate Inquiries rule for properties undergoing due diligence. He is also responsible for writing final reports.
- **Lewis and Clark County Brownfields Task Force, Helena, Montana.** Mr. Sovner works closely with Lewis and Clark County, the Montana Department of Environmental Quality (MDEQ) and the EPA researching potential Brownfields sites, working with landowners, and attending Task Force public meetings. He also writes Sampling Analysis Plans, Phase I, and Phase II reports, Cleanup Plans, and conducts general project management tasks as required to perform remedial investigations and move sites toward redevelopment.

- ***Petroleum Brownfields Grant Management, Montana.*** While employed by the Montana Department of Environmental Quality (MDEQ) Mr. Sovner prepared annual petroleum Brownfields grant proposals, regularly reported program accomplishments to the EPA Region 8 Denver Office, and ensured grant requirements were maintained by the program. He conducted oversight of the Brownfields budget, provided oversight of temporary employees that were conducting the Brownfields inventory project, and approved petroleum Brownfields spending for competitive grant recipients. He wrote Sampling Analysis Plans/Quality Assurance Project Plans (SAPP/QAPPs) and task orders for the direct cleanup of petroleum release sites. Mr. Sovner conducts site assessment research and field work according to ASTM All Appropriate Inquiries rule for properties undergoing due diligence. He is also responsible for writing final reports.
- ***American Recovery and Reinvestment Act (ARRA) Grant Management, Montana.*** While employed by the MDEQ Mr. Sovner Managed the \$1.3 million 2009 ARRA grant awarded to the MDEQ LUST Brownfields Section for the cleanup and assessment of petroleum releases eligible for Leaking Underground Storage Tank (LUST) Trust Funds. Duties included a thorough knowledge of grant requirements to ensure that all reporting needs were met. He generated reports for the MDEQ Director's Office, the Governor's Office, the EPA, and the Federal Office of Management and Budget, on weekly, quarterly, and semiannual schedules. Other duties included ensuring that site work was completed in a timely manner, that contractors submitted grant specific documentation, provided public outreach and press releases, and maintained the program specific web site.
- ***Geographic Information Systems (GIS) for Petroleum Sites, Montana.*** While employed by the MDEQ Mr. Sovner worked with the Department GIS Developers to implement a geodatabase that enhances the spatial data associated with petroleum sites throughout Montana. He generated figures for remediation projects, provided statewide maps to managers that were used in presentations to the State Legislature and at conferences around the country, assisted other staff with GIS projects, and participated in division-wide database planning.
- ***Petroleum Release Site Assessment, Montana.*** While employed by the MDEQ Mr. Sovner managed up to 200 petroleum release sites in Montana that were either self-funded, eligible for the Petroleum Tank Release Compensation Fund, or eligible for the LUST Trust Fund. He identified potential responsible parties, wrote formal letters requiring and approving work, prepared site closure forms, reviewed site closure forms, and developed a Groundwater Management program. Field work included collecting soil samples, groundwater samples, and conducting residential/commercial air sampling using the most current methods for sub-slab soil gas, indoor air, and outdoor air to investigate the vapor intrusion pathway for petroleum releases. He also conducted public outreach during the 2011 Yellowstone River Silvertip Pipeline spill by interviewing local residents about potential impacts to their property and collecting soil and groundwater samples on behalf of the State of Montana.
- ***Soil Monitoring for Helena National Forest, Townsend, Montana.*** While employed by the US Forest Service Mr. Sovner lead a field crew tasked with implementing a soil quality survey on the Townsend Ranger District of the Helena National Forest. The study was primarily concerned with the effects of soil compaction and disturbances in timber harvest sites from the 1970's, 80's and 90's. The survey included the use of a cone penetrometer, GPS, maps and aerial photos, two bulk density sampling methods, the Brown's/Lute's method for sampling dead woody debris, Howe's disturbance classes, infiltration rings. Secondary tasks included weed mapping, data entry, and weighing moist and dry soil bulk density samples. (2005)
- ***Vegetation Surveys of Donnelly Training Area, Delta Junction, Alaska.*** While employed by the Center for Environmental Management of Military Lands (CEMML) Mr. Sovner implemented a plant survey the Donnelly Training Area at Fort Greely, Delta Junction, Alaska. He accessed remote tundra, wetland, and boreal forest settings to conduct the survey. Sampling techniques included the use of GPS, handheld computers, Daubermier quads, aerial photographs, transect pacing, plant identification keys, and soil surface analysis. Bear safety and unexploded ordinance training was provided. (2004)

CONTINUING EDUCATION

Northwest Environmental Training Center- Contaminant Chemistry Fate and Transport, and Monitored
Natural Attenuation of Petroleum and Chlorinated Hydrocarbons Series
EPA Region 8- Institutional Controls and Quality Assurance training
US Army-Unexploded Ordinance training
Montana Conservation Corps- Chainsaw Use & Safety
Safety and Health Services- Lead Awareness and Safety

PROFESSIONAL EMPLOYMENT HISTORY

Environmental Scientist, Tetra Tech, 2012 to Present
Petroleum Brownfields Coordinator, MT DEQ, 2011-2012
ARRA Grant Coordinator, MT DEQ, 2009-2011
Project Manager, MT DEQ, 2007-2009
Senior Crew Leader, MT Conservation Corps, 2007
Field Crew Leader, MT Conservation Corps, 2006
Soil Monitoring Crew Leader, US Forest Service, 2005
Field Botanist, Center for Environmental Management of Military Lands (CEMML), 2004

ATTACHMENT B
Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 136 E. South Temple, Suite 910 Salt Lake City UT 84111 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120641
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570051372433** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Contractor Prof			028182375 Prof/Poll Liab	10/01/2013	10/01/2014	Each Claim \$5,000,000 Aggregate \$5,000,000

Certificate No : 570051372433

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance Only.
Stop Gap coverage for the following states: OH, WA, WY.**CERTIFICATE HOLDER****CANCELLATION**Tetra Tech, Inc.
136 E. South Temple
Suite 910
Salt Lake City UT 84111-1180 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

