April 27, 2020

Mr. Jim Alford
CHS Inc. / Zip Trip
16124 East Marietta Lane
Spokane, Washington 99216

Delivered via email jim.alford@chsinc.com

SUBJECT: 2020 Remedial Excavation Work Plan
Zip Trip 59
1321 Haynes Avenue, Miles City, Montana
MDEQ Facility ID# 09-08212 (TID 19475); Release 471 and Work Plan 33998; and Release 5247 and Work Plan 33999
Tetra Tech Project No. 117-7462048A.100

Dear Mr. Alford:

Tetra Tech, Inc. (Tetra Tech) is pleased to submit this work plan for remedial excavation at the Zip Trip 59 facility located on Haynes Avenue in Miles City, Montana (Figures 1 and 2). This work plan was required by Mr. Jay Shearer of the Montana Department of Environmental Quality (MDEQ) in correspondence dated December 6, 2019 (MDEQ, 2019). In Mr. Shearer's correspondence MDEQ required the following tasks:

- *Coordinate with the construction contractors at the Facility for access to the area after the dispenser-islands and UST system components have been decommissioned and removed, and the facility building, and canopies are demolished. The extent and schedule of construction work may require multiple mobilizations to complete on-site WP tasks and achieve remediation objectives.*
- *Coordinate with the construction contractors for MDT as needed.*
- *Coordinate with Custer County Lead Sanitarian and county representatives to determine locations for disposal of petroleum-contaminated soil and over-burden soil.*
- *Discuss ongoing WP tasks and results with DEQ's project manager; submit written agreed-upon WP modifications as required to complete the WP objectives.*
- *Abandon monitoring wells as required for the construction and excavation work; abandon wells according to Montana Department of Natural Resources and Conservation (DNRC) regulations (ARM 36.21.810).*
- *Excavate petroleum-source areas based on available Facility information; use field observations and data to extend excavation to remove petroleum-contaminated soil in the vadose-zone and smear-zone to the extent practicable. The excavation task does not include removal of the UST components.*
- *Remove liquid-phase petroleum from the UST basin and excavations to the extent practicable. Transport and dispose of the petroleum liquids at an appropriate waste processor.*

Tetra Tech
7100 Commercial Avenue Suite 4, Billings, MT 59101
Tel 406.248.9161 Fax 406.248.9282 tetratech.com

- *Collect confirmation soil samples from the base and each sidewall of the completed excavation area(s); submit samples to analytical laboratory. These should be composite samples to evaluate the direct-contact risks. DEQ recommends collection of individual sample aliquots for the laboratory to composite.*
- *Analyze all samples for petroleum constituents as required by the Montana Tier 1 Risk-Based Corrective Action Guidance for Petroleum Releases.*
- *Transport the petroleum-contaminated soil to a landfill for permanent disposal; transport over-burden soil to selected location(s).*
- *Apply remediation material such as oxygen release compound or Fenton's reagent as needed to the base and side walls of the open excavation areas.*
- *Site restoration tasks include backfill of the disposed-soil volume.*
- *Document excavation, sampling, application of remediation compounds, and restoration work with site photographs.*
- *Validate all laboratory analytical data using DEQ's Data Validation Summary Form (DVSF) found online under the "Resources" tab at: http://deq.mt.gov/Land/lust.*
- *Review and discuss with DEQ's project manager the available field data, analytical data, and temporal information for the Releases. In conjunction with DEQ determine the apportionment of the petroleum-contaminated soil between Releases 471and 5247.*
- *Prepare a letter report that includes a description of the well abandonment method and a copy of the well abandonment form for each well abandoned; submit the letter to DNRC according to their regulations. Submit a copy of the letter report to DEQ.*
- *Prepare and submit a Standardized Corrective Action Report (Report) AR-07 detailing the results of the excavation-related work, data, analysis, and include the following:*
    - *Updated Facility maps illustrating the 2020 excavated areas and confirmation soil sample locations with respect to the historical Facility layout including the components of former fuel systems, utilities, former borings/wells, and previous excavations and recovery systems.*
    - *Tabulated summary of confirmation soil samples including location, depth, and laboratory analytical data; use respective laboratory reporting limit to represent each non-detect analyte.*
    - *Maps and tables are expected to conform to the examples in the Remedial Investigation Guidance found online at: http://deq.mt.gov/Land/lust/cap_reports.*
    - *Recommend additional remediation work, well installations, and compliance monitoring required to resolve the Release.*
    - *Append the DVSF, photos, and laboratory reports.*
- *Use DEQ's standardized WP and report formats available online at: http://deq.mt.gov/Land/lust/abbreviatedlist*
- *Submit WP and reports electronically following the Petroleum Tank Cleanup Section submittal requirements found under Resources at: http://deq.mt.gov/Land/lust.*

BACKGROUND INFORMATION

Zip Trip 59 is located at 1321 South Haynes Avenue in Miles City, Montana, in the NE¼, NE¼ of Section 3, Township 7 North, Range 47 East, Custer County, Montana (Figures 1 and 2). The site is situated adjacent to the northwest corner of the Interstate Highway 94 and Haynes Avenue Interchange.

A petroleum hydrocarbon release (Release #471) was discovered at this facility during October 1990 while replacing several underground storage tanks (USTs) and upgrading the petroleum distribution system at the site (Chen-Northern, 1991a). Approximately 1,800 cubic yards of petroleum hydrocarbon-impacted soils were excavated from the active UST basin and taken to a one-time landfarm for treatment (Chen-Northern, 1991a).

A soil and groundwater investigation identified petroleum-impacted soil and groundwater in and adjacent to, the UST basin south of the Cenex building, and in coarse-grained fill northeast of the Cenex building (Figure 2; Chen-Northern, 1991b and 1992). Groundwater monitoring initiated at the site during November 1990 has indicated semi-confined groundwater with a nearly flat gradient and a flow direction generally toward the northwest. Several areas of perched groundwater have also been encountered in fill materials on-site.

A free product/groundwater recovery system was installed west of the Cenex building during August 1994 (Figure 2, Huntingdon, 1995). The system consisted of a gravel filled recovery trench with three recovery wells, free product storage tank, and wastewater treatment system. The system utilized a groundwater drawdown pump and a product recovery pump. Groundwater was treated and discharged to the Miles City sanitary sewer. Recovered free product was stored in an aboveground storage tank located in the on-site enclosure (Figure 2). This remediation system was modified during 1997 to recover both groundwater and free product. The pumping rate from the recovery trench was approximately three gallons per minute. The system was operated on a seasonal basis, generally from April to November during 1995, 1996, 1998 and 1999. The system has not operated since 1999.

During May 1996, petroleum hydrocarbon-impacted soil (Release # 2652) was also excavated from a water main installation trench in Boutelle Street (north of the site) and from what appeared to be a former UST basin in the northeastern portion of the site (Figure 2). Approximately 1,550 cubic yards of impacted soil were removed from these excavations and transported to the Hartman Soil Treatment Facility (Maxim Technologies, 1996).

Groundwater monitoring was last conducted during August 2019 (Tetra Tech, 2019). Groundwater is impacted near the UST basin, diesel and gasoline dispensers, fuel recovery trench, and areas between these features. Groundwater impacts do not appear to have migrated beyond the Zip Trip property in the direction of groundwater flow which is to the northwest.

PROPOSED SCOPE OF WORK

The objective of the proposed scope of work is to remove most of the petroleum hydrocarbon impacts in the soil and groundwater at the site. This work plan will describe the tasks for the excavation, disposal of impacted soil, backfill of the excavation and restoration of the site. These tasks are described below.

Work Plan Preparation and Project Management

These tasks include preparing this work plan, preparing a contractor bid document, procuring contractor bids, and project management time necessary for coordination and scheduling of the project with Zip Trip, MDEQ, adjacent landowners including Montana Department of Transportation, and subcontractors. This task also includes time necessary for conducting an underground utility locate using the Montana One-Call service, arranging and tracking subcontractors, and communications. In addition, the current health and safety plan (HASP) will be updated and revised to address activities in this work plan prior to conducting any 2020 on-site activities.

It is anticipated there will be several meetings and conference calls on the project to discuss the final schedule, potential impact on utilities, impact on Haynes Avenue including Montana Department of Transportation and City of Miles City. We also will need to review the non-impacted soil disposal site and we will require an on-site project kick-off meeting to discuss the excavation logistics and health and safety issues. Additionally, a Tetra Tech project scientist will need to be on-site during the UST system removal to segregate petroleum hydrocarbon-impacted soils from non-impacted soils.

Excavation and Backfill

The following section presents proposed excavation methods and extent, disposal location, soil sampling procedures and locations, laboratory analytical methods, backfill and compaction procedures, contractor bid document, schedule, and cost estimate.

Traffic Control

A traffic control plan will be prepared by the chosen excavation contractor and submitted to the Montana Department of Transportation (MDT). Trucks exiting and entering the site may use Haynes Avenue or Boutelle Street. Details on the traffic control will be specified in the traffic control plan after acceptance by MDT.

Security and Sanitation

A temporary steel chain-link fence will be installed by the chosen contractor on the perimeter of the construction site to limit vehicle and pedestrian access to the site. After completion of each workday, the construction site will be secured with the closure and locking of the fence. The fencing will remain onsite until the excavation is completely backfilled.

A portable toilet will be placed at the jobsite for the duration of the construction. A local toilet rental company will service the toilet equipment weekly.

Monitor Well Abandonment

Currently there are monitor wells on-site (CGS-2, CGS-4, CGS-5, CGS-9, CGS-10 and CGS-11), three recovery wells (RW-1, RW-2 and RW-3) and two test wells (North and South). No information on the test wells have been located but it is assumed they were placed during the tank installation for monitoring for releases. Monitor wells CGS-4 and CGS-10 will remain in place and be marked so as not to be destroyed. Monitor well CGS-11 was destroyed prior to a 2011 monitoring event so it will not be abandoned. All remaining wells are within the footprint of the planned excavation so these well casings will be pulled out using the excavation equipment and abandonment logs will be submitted for those monitor wells.

Excavation Procedure

The excavation will be conducted using a large track-mounted excavator and one or two loaders for moving the soil. Attempts will be made to direct haul impacted soil to the Custer County Landfill for disposal but a temporary stockpile on the west portion of the lot may also be used. The areal extent of the excavation based on the soil and groundwater data from the August 2019 investigation is approximately 36,600 square feet. The approximate depth of the excavation is to the water table and possibly one to two three below or approximately 28 feet below ground surface (bgs). The maximum excavation volume is calculated at 38,00 bank cubic yards.

The estimated volume of impacted soil for the following features is as follows:

- UST basin – 5,500 bank cubic yards
- Diesel Dispensers – 3,300 bank cubic yards
- Gasoline Dispensers - 2,500 bank cubic yards
- Piping - 2,000 bank cubic yards
- Petroleum Hydrocarbon Smear Zone – 5,400 bank cubic yards
- Total Impacted Volume – 18,700 bank cubic yards
- Total Impacted weight – 28,050 tons

To definitively document the volume of material excavated from the site, a registered land surveyor shall certify that the data collected each day accurately reflects the limits of excavation, including boundaries of exposed soil and contamination limits for the express purpose of quantifying the location, type and volume of excavated materials. Before contractor mobilization, the surveyor shall conduct a post-demolition/pre-remediation site survey to memorialize the limits of visible surface conditions including but not limited to exposed concrete foundations, asphalt cuts, trench lines, utility terminations, and property corners/right of way limits. Deliverables shall include Autocad® files (*.dwg format) isolating each day's work by CAD layer so that progress is memorialized and verified by the Owner.

In order to excavate the impacted soil in the water table fluctuation area or smear zone, the clean clay overburden will be removed. The volume of clean overburden is estimated at 19,200 bank cubic yards.

The excavation is anticipated to be started in the UST basin and proceed north and east to encompass the diesel dispenser area, the piping area, and the gasoline dispenser area (Figure 2). Impacted soil will be hauled to the disposal site as it is excavated and possibly temporarily stockpiled onsite if immediate transportation is not available.

The clean clay overburden will be stockpiled on site for re-use as backfill. This clean soil will need to be re-conditioned onsite so that it will be suitable for backfilling and compaction. Backfilling will begin after a portion of the site is excavated and sampled. Additionally, pit run or other suitable backfill will need to be imported for any backfill placed below the groundwater.

Soil Testing During Excavation

Tetra Tech will field screen the excavated soil during the excavation to segregate the impacted from the non-impacted soil. Tetra Tech will also field screen the excavation walls and floor during the excavation to determine the relative quantitative volatile organic concentration of the soil. This soil testing will determine if the excavated soil is contaminated thus requiring disposal at the landfill or if the soil is clean and can be stockpiled onsite and reused as backfill. The soil testing will be conducted by collecting an approximate four-ounce soil sample in a Ziplock plastic bag,

slightly heating the sealed sample bag, then measuring the air space in the bag with a photoionization detector (PID) or flame ionization detector (FID).

Confirmation Soil Sampling

After completion of the excavation, Tetra Tech will collect soil samples from the floor and walls of the excavation. One grab sample will be collected for every 900 square feet of the floor and one grab soil sample will be collected for every 30 linear feet of wall. The wall sample will be collected at mid-depth of the zone of the vertical impacts of the wall. Each grab soil sample will be collected into laboratory-supplied containers, placed into an iced cooler, and submitted to Energy Laboratories or Pace Analytical Services laboratory in Billings, Montana for volatile petroleum hydrocarbons (VPH) analysis using the Massachusetts Department of Environmental Protection (MDEP; 2008a) method.

Additionally, one composite soil sample will be collected for every 900 square feet of the floor and one composite soil sample will be collected for every 30 linear feet of wall for laboratory analysis of and extractable petroleum hydrocarbons (EPH). The wall sample will be collected at mid-depth of the zone of the vertical impacts of the wall. Each composite sample will consist of five subsamples in each 900 square-foot floor area and composited into one sample in the field. Each composite soil sample will be collected into laboratory-supplied containers, placed into an iced cooler, and submitted to Energy Laboratories or Pace Analytical Services laboratory in Billings, Montana for EPH analysis using the MDEP (2008b) method. Tetra Tech anticipates that all of the soil samples will require EPH fraction analysis for budgeting purposes. All soil data will be validated using MDEQ's Data Validation Summary form.

Tetra Tech will set up a sampling grid prior to excavation with grid lines staked every 30 feet in the west and south direction with the starting point (0 North, 0 East) in the northeast corner of the property. The wall samples will also be collected at every approximate 30 linear feet. Sample locations will be recorded using a hand-held survey grade GPS unit.

Liquid-Phase Petroleum Recovery

If encountered free petroleum product will be removed using a vacuum truck and disposed at an appropriate waste processor. For cost estimating purposes we have included costs for 30 days rental of a frac tank and two days for a vacuum truck to remove free product and petroleum impacted groundwater.

Remediation Amendment Application

Regenisis® Oxygen Release Compound (ORC) or similar material will be spread to the base of the excavation in areas of remaining petroleum hydrocarbon impacts following soil sample collection to assist in reduction of residual petroleum hydrocarbon impacts. The ORC material is in solid powder form and shipped in 50-pound sacks. The material will be placed in a skid steer or backhoe loader bucket and thin spread in the appropriate areas.

Backfill Placement and Compaction

The total depth of the excavation is anticipated to be 28 feet bgs. The seasonal water saturated zone is expected to be approximately 24-28 feet bgs. Therefore, backfill in the water saturated zone anticipated between 24-28 feet bgs will be pit run sand and gravel with limited fines in order to present settlement in this saturated zone. This sand and gravel backfill shall meet the following specifications with gradation table in Montana Public Works Standard Specifications (MPWSS)

02234 §2.4A for 3" minus (Montana Contractors Association, 2010). Up to 10% oversize material may be permitted (amending §2.4.B from 5%). Each backfill lift with be approximately 8-inch thick and compacted to achieve a 95% standard proctor density and tested using a nuclear densitometer gauge. The contractor will be required to provide a Proctor test form the material used.

A geotextile will be placed on top of the compacted sand and gravel and installed in accordance with MPWSS 02110 §3.2 ("stabilization") and AASHTO M288 described in §2.1. ("physical requirements"; Montana Contractors Association, 2010).

The clean clay overburden will be used as backfill from approximately 24 to 4 feet bgs except where the future UST basin and the proposed building foundation will be located. Each backfill lift with be 8 inches or less and compacted using compaction equipment. Each backfill lift with be approximately 8-inch thick and compacted to achieve a 95% standard proctor density and tested using a nuclear densitometer gauge. The backfill from 2 to 4 feet bgs will consist of the clean clay overburden material placed in lifts 8 inches or less and compacted to achieve a 98% standard proctor density and tested using a nuclear densitometer gauge. The contractor will be required to provide a Proctor test form the material used.

Surface restoration shall consist of road mix material overlaid with asphalt pavement and shall be installed in accordance with provisions of the Montana Public Works Standard Specifications specifically §02235 and §02510. Field quality control testing (density) shall be the responsibility of the contractor. Restored section shall match the greater of the asphalt section which was removed or 10" crushed stone base course + 6" bituminous surface course (compacted in place).

The area within the proposed building's footprint and UST basin will receive extra consideration to ensure that there is adequate support for the new structures. A separate pay item will be developed to ensure that select backfill material is compacted thoroughly from the frost line to finished grade for the building.

Reporting

Following receipt of the laboratory analytical reports, Tetra Tech will prepare and submit to MDEQ a remediation report. The report will provide a summary of excavation, disposal, backfill, soil testing, soil sampling, and restoration procedures. Also included will be a map of the excavation extents, soil sampling results, laboratory reports, remediation enhancements volume, disposal volume, backfill volumes by material type, and compaction testing results.

SCHEDULE

We will schedule this work upon receiving authorization to proceed from CHS, Inc. One copy of this work plan has been forwarded to the MDEQ and the Montana Petroleum Tank Release Compensation Board for their review and approval.

The first activity for the project will be a kickoff meeting with excavation contractor and Tetra Tech to discuss safety including a review of the health and safety plan, underground and overhead utilities, security, excavation procedures, soil sampling procedures, and backfill and compaction procedures. Following the kickoff meeting the contractor will set up the security fencing, traffic control, and review the location of utilities. Tetra Tech will layout the soil sampling grid.

Excavation and backfilling of the impacted soils is anticipated to take approximately three to four weeks. Tetra Tech will prepare and complete a report on the excavation, soil sampling, and backfill activities approximately four weeks following the receipt of the laboratory analytical report.

BUDGET

Estimated project costs are shown on the estimated cost worksheet included in Attachment A. Please note we have named the tasks according to the Montana Petroleum Tank Release and Compensation Board guidance for Standard Corrective Action Task Names. The subcontractor bid document is included as Attachment B. The subcontractor bids are included in Attachment C. These costs will not be exceeded without your approval.

AUTHORIZATION

This work will be conducted in general accordance with the Terms and Conditions presented in the Master Technical Services Agreement between CHS Inc. and Tetra Tech, dated January 1, 2009 and the current rate sheet on file. This proposal may be accepted by signing the attached Work Authorization #8 (Attachment D) to initiate the work, retaining a copy for your files, and return a copy to our Billings office. The proposal for services and accompanying limitations shall constitute the exclusive services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal, please do not hesitate to call me in our Billings, Montana office at (406) 248-9161.
Respectfully Submitted,

Tetra Tech, Inc.

Paul E. Lemire
Environmental Scientist

Jeff Rice
Project Manager

JRR/PEL/ba

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Enclosures:
Figures
Attachment A: Estimated Cost Worksheet
Attachment B: Subcontractor Bid Document
Attachment C: Subcontractor Bids
Attachment D: Work Authorization #8

cc: Jay Shearer, MDEQ jshearer@mt.gov
Montana Petroleum Tank Release Compensation Board

REFERENCES

Chen-Northern, Inc., 1991a. Phase 1 Initial Response and Abatement Investigation. Report issued to Cenex Petroleum, Inc. January.

Chen-Northern, Inc., 1991b. Phase 2 Initial Response, Abatement, and Tank Closure Investigations. Report issued to Cenex Petroleum, Inc. June.

Chen-Northern, Inc., 1992, Report of Phase III Soil and Groundwater Investigation, report issued to Cenex Petroleum, Inc., September.

Huntingdon Engineering & Environmental, Inc., 1995. Remedial Activities and Quarterly Groundwater Monitoring Report. Report issued to Cenex Petroleum, Inc. March.

Maxim Technologies, Inc, 1996, Remedial Activities and Groundwater Monitoring Report, April 1996 through July, 1996, Cenex General Store. Report issued to Cenex Supply and Marketing, Inc. September.

Montana Contractors Association, 2010. Montana Public Works Standard Specifications, Sixth Edition. Helena, Montana. April

MDEQ, 2019. Work Plan Required for Remedial Excavation of Petroleum-Contaminated Soil Associated with the Petroleum Releases at Zip Trip 59 (formerly Cenex General Store), 1321 Haynes Avenue, Miles City, Custer County, Montana; Facility ID 09-08212 (TID 19475), Release 471, Work Plan 33998, and Release 5247, Work Plan 33999. MDEQ letter to Mr. Jim Alford, CHS Inc. / Zip Trip, dated December 6.

MDEQ, 2018. Montana Tier 1 Risk-Based Corrective Action Guidance for Petroleum Releases. May.

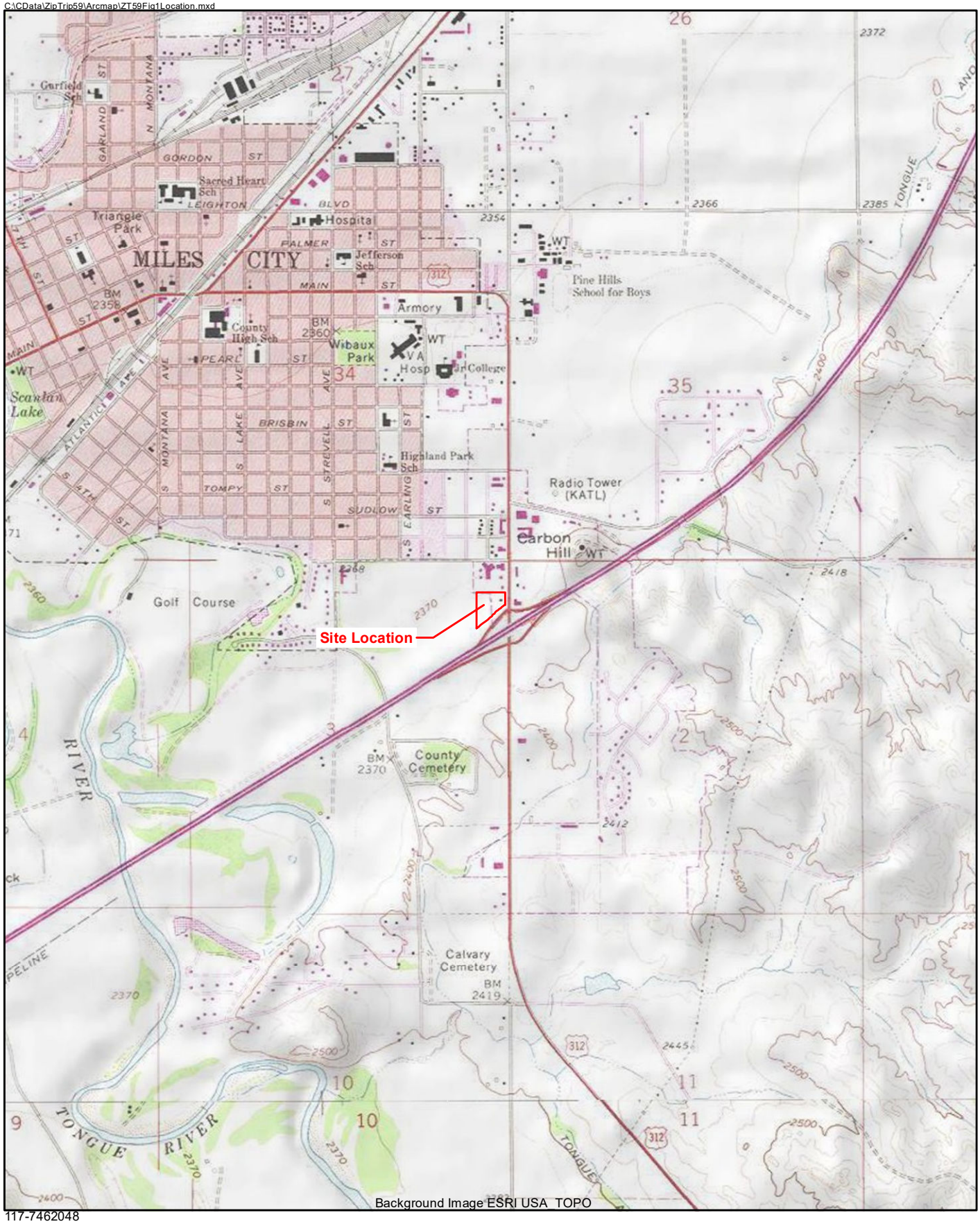
MDEP, 2008a. Massachusetts Department of Environmental Protection (MADEP), 2008. Method for Determination of Volatile Petroleum Hydrocarbons (VPH). Revision 1.1. May.

MDEP, 2008b. Massachusetts Department of Environmental Protection (MADEP), 2008. Method for Determination of Extractable Petroleum Hydrocarbons (EPH). Revision 1.1.

Tetra Tech, 2019. Report of Groundwater Monitoring, 1321 Haynes Avenue, Miles City Montana. Report issued to CHS, Inc. August 26.

FIGURES

C:\CData\ZipTrip59\Arcmap\ZT59Fig1Location.mxd



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SCALE IN FEET
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Location Map
Zip Trip #59
1321 South Haynes Avenue
Miles City, Montana
Figure 1

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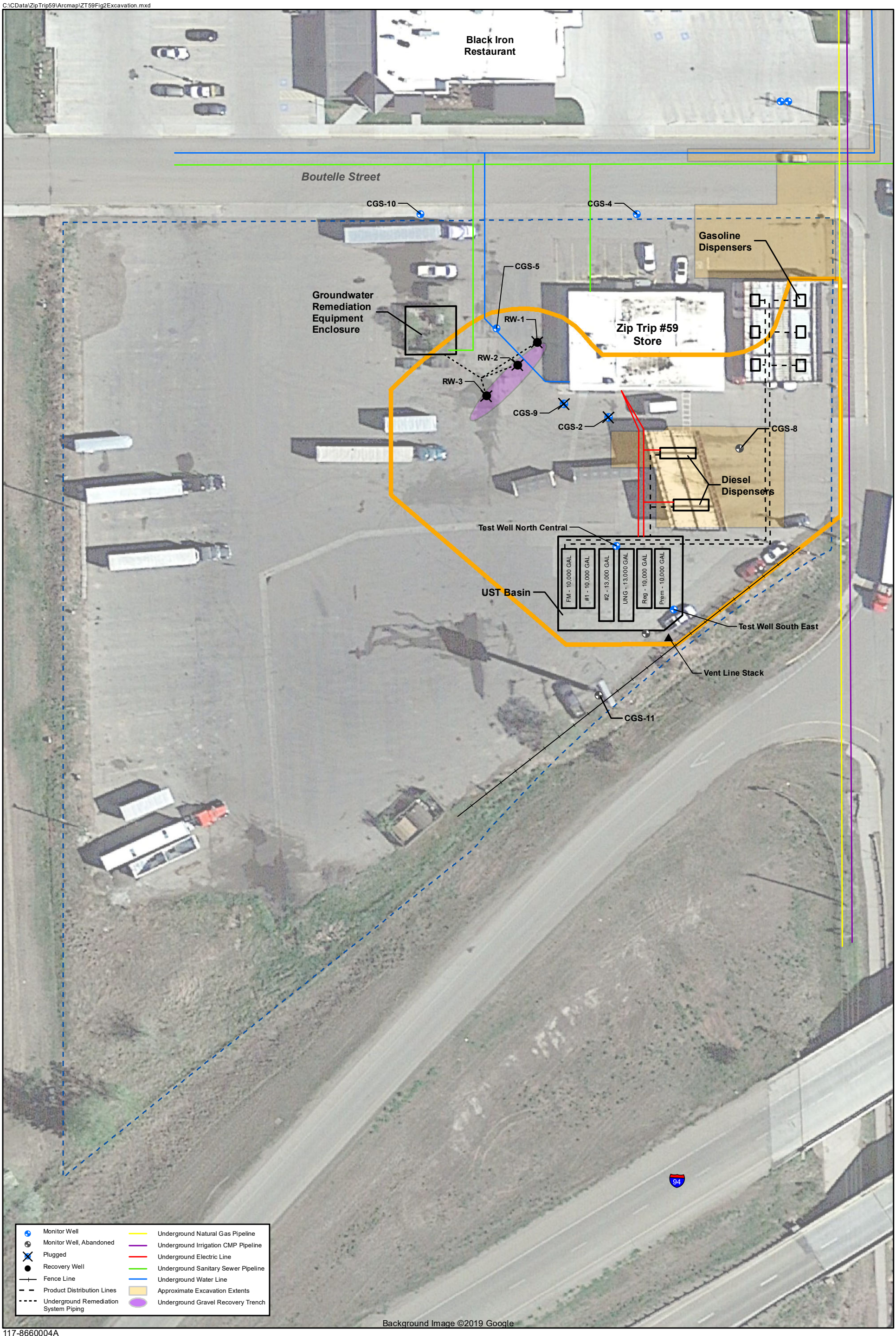

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Approximate extent of petroleum hydrocarbon-impacted soil excavation

Approximate Property Boundary

Proposed Approximate Extent Of Excavation
Zip Trip #59
1321 South Haynes Avenue
Miles City, Montana
Figure 2

TETRA TECH

ATTACHMENT A

Estimated Cost Worksheet

COST ESTIMATE
Excavation Correction Action Work Plan
Zip Trip 59, Miles City, Montana
April 27, 2020

ITEM	QUANTITY	RATE	UNITS	COST
Task 1: Work Plan Preparation				
Tetra Tech Labor				
Project Engineer	8	150.00	per hour	$1,200.00
Senior Project Manager	20	145.00	per hour	$2,900.00
Senior Project Scientist	68	129.00	per hour	$8,772.00
CAD Draftsperson	0	85.00	per hour	$0.00
Word Processor	2	59.00	per hour	$118.00
Subtotal				**$12,990.00**
Task 2: Project Management, Health & Safety, and Meetings				
Tetra Tech Labor				
Senior Project Manager	24	145.00	per hour	$3,480.00
Senior Project Scientist	32	129.00	per hour	$4,128.00
Senior Technician	16	81.00	per hour	$1,296.00
Admistration	2	67.00	per hour	$134.00
Word Processor	8	59.00	per hour	$472.00
Subtotal				**$9,510.00**
Task 3: UST System Removal				
Tetra Tech Labor				
Senior Project Manager	2	145.00	per hour	$290.00
Senior Technician	40	81.00	per hour	$3,240.00
Subtotal				**$3,530.00**
Task 4: Excavation Oversight				
Tetra Tech Labor				
Senior Project Manager	12	145.00	per hour	$1,740.00
Senior Project Scientist	240	129.00	per hour	$30,960.00
Senior Technician	300	81.00	per hour	$24,300.00
Soil alanytical data validation	48	125.00	per hour	$6,000.00
Subtotal				**$63,000.00**
Task 5 Laboratory Analytical				
Soil analytical - VPH (floor)	40	132.00	per sample	$5,280.00
Soil analytical - EPH (floor)	40	82.00	per sample	$3,280.00
Soil analytical - EPH + fractions (floor)	40	162.00	per sample	$6,480.00
Soil analytical - VPH (wall)	30	132.00	per sample	$3,960.00
Soil analytical - EPH (wall)	30	82.00	per sample	$2,460.00
Soil analytical - EPH + fractions (wall)	30	162.00	per sample	$4,860.00
Soil analytical - VPH (landfill)	20	132.00	per sample	$2,640.00
Soil analytical - EPH (landfill)	20	82.00	per sample	$1,640.00
Sample Fee	70	10.00	per sample	$700.00
Subtotal				**$31,300.00**
Task 6: Tetra Tech Mobilization				
Senior Project Scientist	25	129.00	per hour	$3,225.00
Senior Technician	30	81.00	per hour	$2,430.00
Compaction Testing Technician	20	65.00	per hour	$1,300.00
Vehicle	5,000	0.65	per mile	$3,250.00
Subtotal				**$10,205.00**
Task 7: Tetra Tech Per Diem and Lodging				
Lodging	70	145.00	per day	$10,150.00
Per Diem	70	55.00	per day	$3,850.00
Subtotal				**$14,000.00**

COST ESTIMATE
Excavation Correction Action Work Plan
Zip Trip 59, Miles City, Montana
April 27, 2020

ITEM	QUANTITY	RATE	UNITS	COST
Task 8: Equipment				
FID rental	32	50.00	per day	$1,600.00
Trinble GPS unit rental	32	50.00	per day	$1,600.00
Misc. supplies	1	200.00	LS	$200.00
Nuclear guage	10	50.00	per day	$500.00
Subtotal				**$3,900.00**
Task 9: Backfill and Compaction Oversight				
Tetra Tech Labor				
Senior Project Manager	4	145.00	per hour	$580.00
Compaction Testing Technician	100	65.00	per hour	$6,500.00
Subtotal				**$7,080.00**
Task 10: Reporting				
Tetra Tech Labor				
Senior Project Manager	6	145.00	per hour	$870.00
Senior Project Scientist	40	129.00	per hour	$5,160.00
Senior Technician	24	81.00	per hour	$1,944.00
CAD Draftsperson	16	105.00	per hour	$1,680.00
Word Processor	8	59.00	per hour	$472.00
Subtotal				**$10,126.00**
Task 11: Subcontractor Aministration				
Traffic control contractor	1	1,200.00	LS	$1,200.00
Fencing contractor	1	3,500.00	LS	$3,500.00
Portable toilet system	4	150.00	per week	$600.00
Survey compaction testing	4	7,240.00	per week	$28,960.00
Admin & mob/de-mob	1	4,500.00	LS	$4,500.00
Subtotal				**$38,760.00**
Task 12: Subcontractor Excavation, Backfill & Restoration				
Existing asphalt/concrete removal, transport and disposal	2,200	4.25	per ton	$9,350.00
Excavation and transport of impacted soil to landfill	28,000	7.50	per ton	$210,000.00
Excavation, stockpile, condition and backfill of clean overburden soil	20,000	8.50	per cubic yard	$170,000.00
Imported sand and gravel backfill trasport and placement	8,100	16.50	per ton	$133,650.00
Additional import material, trasport, and backfill	8,000	14.00	per ton	$112,000.00
Asphalt contingency	1,000	1.00	per square foot	$1,000.00
Spoil / waste material	5,000	7.50	per cubic yard	$37,500.00
Landfill disposal fee	28,000	1.00	per ton	$28,000.00
Subtotal				**$701,500.00**
Task 13: Groundwater Remediation				
Enhanced aerobic biodegradation material (plus tax and freight)	833	48.88	per cubic yard	$40,712.88
Subtotal				**$40,712.88**
Task 14: Fluids Recovery/Disposal				
Frac tank mob/demob	12	118.00	per hour	$1,416.00
Frac tank rental	30	30.75	per day	$922.50
Vac truck mob/demob	5	102.00	per hour	$510.00
Vac truck service	16	102.00	per hour	$1,632.00
Vac per diem and lodging	2	150.00	per day	$300.00
Fluids Disposal	20,000	3.15	per gallon	$63,000.00
Subtotal				**$67,780.50**
GRAND TOTAL				**$1,014,394.38**

Notes: Subcontractor costs assume all subcontractor will bill directly to CHS/Zip Trip.

TETRA TECH

ATTACHMENT B

Subcontractor Bid Document

BID DOCUMENT

BIDDER/CONTRACTOR

COMPANY NAME: _____

ADDRESS: _____

_____

PROJECT: CHS Inc. / Zip Trip 59
1321 Haynes Avenue, Miles City, Montana
Petroleum Tank Cleanup
Basis for Measurement and Payment

1: Administration

- Item 1A Traffic Control: Payment for this item shall include but not be limited to all labor, equipment, materials and permits associated with the development, implementation, management, and administration of a locally acceptable traffic plan for construction vehicles, import and waste materials, deliveries to ensure the safe operation, entrance and egress of traffic serving the site during this phase of site redevelopment and reclamation. Unless work is completed in a single pay period, payment for this line item shall be made in not less than two installments with not less than one half applied for in the final payment request.
- Item 1B Site Security: Payment for this item shall include but not be limited to all labor, equipment, materials and permits necessary to establish and maintain security against unauthorized access and trespass until contractor has demobilized from the site and made final application for payment. Work shall include the installation of approximately 1,750 linear feet of 6 feet high paneled temporary chain link fencing established and sufficiently anchored to preclude movement without powered equipment. Unless work is completed in a single pay period, payment for this line item shall be made in not less than two installments with not less than one half applied for in the final payment request.
- Item 1C Survey: Payment for this item shall include but not be limited to all labor, equipment, and materials required to definitively document the volume of material excavated from the site. A registered land surveyor shall certify that the data collected each day accurately reflects the limits of excavation, including boundaries of exposed soil and contamination limits for the express purpose of quantifying the location, type and volume of excavated materials. Before contractor mobilization, the surveyor shall conduct a post-demolition/pre-remediation site survey to memorialize the limits of visible surface conditions including but not limited to exposed concrete foundations, asphalt cuts, trench lines, utility terminations, and property corners/right of way limits. Deliverables shall include Autocad® files (*.dwg format) isolating each day's work by CAD layer so that progress is memorialized and verified by the Owner.

- Item 1D Administration and Mobilization: Payment for this item shall include but not be limited to all labor, equipment, materials, planning and permits necessary to deliver construction equipment and appurtenances to the site, establish temporary utilities and facilities including sanitary, apply for, secure and implement the stormwater pollution prevention permit (SWPPP) and roadway, access and haul permits as required, and the development, implementation and continuous administration of a site safety plan for the conditions expected. Unless work is completed in a single pay period, payment for this line item shall be made in not less than two installments with not less than one half applied for in the final payment request.

2: Excavation & Backfill

- Item 2A Off-site disposal (non-hazardous demolition debris): Payment for this item shall be for a complete effort and shall include but not be limited to all labor, equipment, materials, and supplies for the sawcut (as required), demolition, loading, and proper off-site disposal of site materials in approved disposal facilities. Asphalt waste may be delivered to approved off-site stockpiles for recycle or reuse. Concrete may be rubblized and delivered to approved off-site stockpiles for riprap or soil stabilization. The contractor will be required to provide advance written release by the recipient prior to commencing work.
- Item 2B Off-site disposal – Landfill: Payment for this item shall be for a complete effort, including but not be limited to all labor, equipment, materials and supplies to excavate, transport, deliver and offload all petroleum hydrocarbon contaminated materials to the Custer County landfill for disposal. Payment for this item shall be by the net ton of material delivered as documented by landfill weight tickets. Bidders are advised that the excavated material is expected to be highly cohesive and that the use of a release agent or truck liner may be prudent to facilitate off load, as offload or other load management efforts will not be eligible for additional payment. Further, the contaminants being removed may be highly volatile, and all contractor personnel on the site must possess on site appropriate respiratory and protective equipment.
- Item 2C Select Import Material: Payment for this item shall be for a complete effort, including but not be limited to the offsite excavation, loading, transport, stockpiling (at the discretion of the contractor), backfill and compaction of approved mineral soils free from organic and other deleterious materials such that compaction is achieved at not less than 95% standard proctor density in loose lifts not exceeding 8” until within 4’ of final grade above which 98% standard proctor density will be required. Quality assurance density testing shall be the responsibility of the Contractor. Further, payment shall include restoration, grading, and stabilization of the borrow site necessary to promote free drainage and re-establish vegetative cover similar to the adjacent surfaces and in compliance with the issued SWPPP. Prior to work, contractor shall provide laboratory analysis of the proposed stockpile to include textural class, and optimum moisture / density.
- Item 2D Pit Run Gravel: Payment for this item shall be for a complete effort including but not be limited to the offsite excavation, loading, weighing, transport, stockpiling (at the discretion of the contractor), backfill (in loose lifts not exceeding 8”), consolidation (in loose lifts not exceeding 8”) and quality control of pit run material meeting the gradation table in MPWSS 02234 §2.4A for 3” minus. Payment shall include a geotextile installed in accordance with MPWSS 02110 §3.2 (“stabilization”) and AASHTO M288 described in §2.1. (“physical requirements”).

- Item 2E Onsite Stockpile: Payment for this item shall be for complete work to include but not be limited to labor, materials, and equipment necessary to excavate, stockpile on site, condition, backfill, compact in loose lifts not exceeding 8," and in situ density (for quality control) testing of on-site materials which are not contaminated and so are suitable for replacement in the excavation. Compaction shall be achieved at not less than 95% standard proctor density in loose lifts not exceeding 8" until within 4' of final grade above which 98% standard proctor density will be required. Quality assurance density testing shall be the responsibility of the Contractor. Material shall be maintained in a discrete stockpile and its volume computed using field measurements taken by a registered land surveyor. Once a stockpile has been measured and certified by the surveyor, a new stockpile will be established. Bidders are advised that the excavated material is expected to be highly cohesive and that the use of a release agent or truck liner may be prudent to facilitate off load, as offload or other load management efforts will not be eligible for additional payment.
- Item 2F Surface Restoration: Payment for this item shall be for a complete installation and shall include but not be limited to labor, equipment, and materials to restore the site's exposed surface establishing such lines and grades that the site freely drains without ponding. Restoration shall include locations which were demolished and where fuel facilities were removed prior to the start of construction. Surface shall be installed in accordance with provisions of the Montana Public Works Standard Specifications specifically §02235 and §02510. Field quality control testing (density) shall be the responsibility of the contractor. Restored section shall match the greater of the asphalt section which was removed or 10" crushed stone base course + 6" bituminous surface course (compacted in place).
- Item 2G Enhanced Effort Backfill: Payment for this item shall provide additional effort associated with effective, uniform backfill beneath planned future construction pads as shown on the plans in an area approximately 14,250 SF. To an elevation 5' below proposed finished grade, Items 2C, 2D, 2E will prevail. Beginning 5' beyond the anticipated footprint and 5' below the finished grade, backfill lifts shall not exceed 8" in depth and the contractor shall provide compaction testing demonstrating 98% maximum density at in-place moisture content on a regular grid for each lift. Tests shall be conducted such that adjacent tests shall not be spaced more than thirty (30) feet apart. Each lift must be completed and accepted before placement of material for the subsequent lift begins.

3: Contingency

- Item 3A Enhanced Aerobic Biodegradation: Payment for this item shall be for a complete installation and shall include but not be limited to labor, equipment, and material necessary to apply enhancement compound (Regenesis® Advanced ORC or approved equal) at locations where further excavation and removal of contaminated soil is impractical. It shall be used only at the express direction of the Owner's representative and shall be applied in strict accordance with the manufacturer's directions at rates and conditions consistent with the optimal performance of the product. The quantity shown on the bid form is strictly an estimate in order to provide a common basis for developing and comparing bids. Dewatering necessary to properly apply the product and maintain a safe site are incidental to this work and shall be implemented at no additional cost to the Owner.
- Item 3B Spoil/Waste Material: Payment for this item shall be for a complete process and shall include but not be limited to all handling, transport off site, deposit, distribution, and stabilization of materials generated by excavation activities but which are unsuitable for

use as backfill on the site. It shall be used only at the express direction of the Owner's representative. The quantity shown on the bid form is strictly an estimate in order to provide a common basis for developing and comparing bids.

Special Provisions

1. Bidders / Contractor is advised that the material on site is expected to be a moist fat dense clay, meaning that it may be very sticky and coherent. As such, all associated tasks including excavation, loading, and especially unloading may be challenging.
2. Contaminants are expected to be volatile and aromatic. Contractor must prepare, present and reinforce daily a safety plan to HAZWOPER 40-hour trained and equipped personnel including operators and laborers directly working in the excavation.
3. Submittals which ***must be approved*** prior to the beginning of work will include:
    a. Production schedule with milestones including begin work, pay application dates, final punch list development, and demobilization,
    b. Traffic control plan,
    c. Site security and access control plan,
    d. Stockpile material management plan,
    e. Safety plan must include a list of personnel expected on site (including subcontractors) and certification of their current HAZWOPER training,
    f. Stormwater Pollution Prevention Plan (which includes borrow and off-site construction debris site restoration),
    g. Off-site material disposition landowner release(s) for both Item 2C and Item 3B,
    h. Borrow and pit run material analysis, and
    i. Enhanced aerobic biodegradation product(s).
4. Tetra Tech shall represent the Owner on site with respect to determination of the disposition of excavated material. The Contractor shall accommodate Tetra Tech staff's work by providing safe excavation access through earth benches and slopes into the work site. Staff will require periodic access to the excavation face to sample and examine material in situ. Project production will cease until the examination is complete and staff have exited the excavation.
5. Tetra Tech has been engaged by the Owner to provide quality assurance density testing in the field during construction to verify the Contractor's reported results.
6. The assessment report has been provided for the Bidder's reference and represents the entirety of available site-specific knowledge. In summary:
    a. Maximum expected excavation depth is 28'. Excavation side slopes shall not exceed 1:1. Personnel accessways shall not exceed 2:1 and excavated earthen benches shall not exceed 3' high.
    b. The site is comprised of an overburden layer of 15-20' of fat clay. Experience suggests that this material is very sticky and that truck bed preparation (release agent or liners) may be prudent. Such products and efforts are considered incidental to the work and shall be used for the convenience of the contractor to maintain production and at no additional cost to the Owner.
    c. Stockpiled material is expected to be comprised primarily of the clay described above. Payment to the Contractor shall include material analysis to establish the optimum moisture content and compaction density. Conditioning to include

drying or water management admixtures shall be included in the unit price bid for the line item.

d. Within the anticipated excavation limits, approximately 40% of the removed material is expected to be contaminated (to be landfilled) and 60% will be stockpiled for reuse on site or wasted at the express direction of the Owner's representative. Quantities shown on the bid table and to be used as payment items are estimates based on these percentages. Actual quantities are likely to vary. Payment shall be made at the unit price bid regardless of the quantity encountered.

e. Beneath the clay overburden is a sandy gravel which may include a local groundwater table. Should groundwater intrude into the excavation and inhibit further material removal, The Owner's on-site personnel will direct when the contingency product will be applied, and the area repaired to stop inflow. The Contractor should be prepared to provide limited dewatering capability for such repairs and contingencies as well as stocking pit run and fabric to make these adjustments without delay.

7. Site utilities are expected to have been deactivated as part of the above ground site demolition (before this work begins). However, public and private utilities shall be located at the direction of the contractor, as any repairs or incidental costs are the sole responsibility of the contractor and shall not be considered for additional payment.

8. The Contractor is solely responsible for load management. Penalties or repairs for damage associated with overweight vehicles shall not be eligible for additional payment.

TETRA TECH

ATTACHMENT C

Subcontractor Bids

Muggli Contracting

PO Box 67
Miles City, MT 59301

Estimate

Date	Quote #
3/30/2020	191505

CHS Inc. Zip Trip 59
Petroleum Tank Cleanup
1321 Haynes Ave
Miles City MT 59301

Fed Tax ID 81-0506479
Fax 406-232-1859 Phone 406-232-4032
Email Shell@MuggliContractingMC.com

Item	Description	Qty	Total
	Administration		
Bid Work	1-A Traffic Control	1	1,200.00
Bid Work	1-B Site Security	1	3,500.00
Bid Work	1-C Survey/Compaction testing cost per week	1	7,240.00
Bid Work	1-D Admin & Mob/De-Mob	1	4,500.00
	Excavation & Backfill		
Bid Work	2-A $4.25 per US ton for the removal and transport to Recycle yard	1	4.25
Bid Work	2-B $7.50 per ton NOTE No landfill fees are included in this price.	1	7.50
Bid Work	2-C $14.00 per cubic yard	1	14.00
Bid Work	2-D $ 16.50 per ton includes TX140 Geotextile	1	16.50
Bid Work	2-E $8.50 per cubic yard	1	8.50
Bid Work	2-F Asphalt @ $5.41 per Square Foot includes Mirifi 160N price per square ft	1	5.41
Bid Work	2-G $1.00 per square foot	1	1.00
	Contingency		
Bid Work	3-B $7.50 per cubic yard	1	7.50

Total $16,504.66

Signature Date

Bid is good for 30 days from the date of this estimate. Please sign date and return this form as acceptance of this bid price.

CHS Inc. / Zip Trip 59

Knife River - Yellowstone Division

PO Box 1498, Billings, MT 59103-1498

1375 4th Avenue N, Suite C, Billings, MT 59101

Contact: **Grant Clingingsmith**

Phone: **406-651-2489/ 406-208-0711**

Fax: **406-651-2532**

Quote To:	Paul Lemire Tetra Tech	Job Name:	CHS Inc./ Zip Trip 59
		Bid Date:	4/15/20
		Today's Date:	
Phone:	406-671-4859	Addendum:	
Fax:			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20	TRAFFIC CONTROL	1.00	LS	4,700.00	4,700.00
30	SITE SECURITY	1.00	LS	8,300.00	8,300.00
40	SURVEY	1.00	LS	22,900.00	22,900.00
50	ADMINISTRATION & MOBILIZATION	1.00	LS	170,000.00	170,000.00
70	OFF SITE DISPOSAL - NON HAZARDOUS DEMO DEBRIS	2,200.00	TN	17.00	37,400.00
80	OFF SITE DISPOSAL - LANDFILL	28,000.00	TN	11.00	308,000.00
90	SELECT IMPORT MATERIAL	8,000.00	TN	17.00	136,000.00
100	PIT RUN GRAVEL	8,100.00	TN	19.00	153,900.00
110	ONSITE STOCKPILE	20,000.00	CY	22.05	441,000.00
120	SURFACE RESTORATION	4,000.00	SY	51.50	206,000.00
125	ENHANCED EFFORT BACKFILL	14,250.00	SF	3.60	51,300.00
140	ENHANCED AEROBIC BIODEGRADATION	3,800.00	LB	15.60	59,280.00
150	SPOIL/WASTE MATERIAL	5,000.00	CY	13.00	65,000.00
GRAND TOTAL					**$1,663,780.00**

NOTES:

Schedule is based on 6 days per week.

Due to adjacent construction, impacted traffic and small site, work is estimated on 60 days. Longer duration would require price adjustments.

Administration & Mobilization bid item includes jobsite supervision, testing, as well as the items listed in the specifications.

Bid Item 125 was added as it did not show up on the provided bid form.

Excavation pay quantites include the sloping of the excavation at a 1.5:1 for safety and the construction of a ramp.

Per discussions with Paul Lemire, no sheet pile shoring will be needed and material will be left in place to ensure a safe slope/bench.

Per discussions with Paul Lemire, we have not included a Registered Surveyor to complete the material topo for quantities. Knife River will perform this in house with our GPS equipment by topoing the piles of excavation and generate reports as needed.

Soil Conditioning includes mechanical conditioning with loaders/excavators to dry out material and/or applying water if too dry.

Temporary Fence will include metal or concrete bases and random t-posts as needed.

Asphalt is a Type B Mod from Knife River Billings with 64/22 oil.

Surface Restoration will utilize a 1' minus road base, similar to an MDT 701-9 Type B under the asphalt, not a crushed stone. Per Paul Lemire.

Geotextile is an 8 oz. non-woven.

EXCLUSIONS
-Dump Fees for contaminated soil
-Repair of damaged asphalt due to loader/truck/construction traffic not included in bid.

Lemire, Paul

From: Steve Hanson <steveh@nwestco.com>
Sent: Friday, April 10, 2020 7:51 AM
To: Rice, Jeffrey
Cc: Askin, Bonnie; Lemire, Paul
Subject: Re: FW: Zip Trip #59

⚠ **CAUTION:** This email originated from an external sender. Verify the source before opening links or attachments. ⚠

Jeff,

After careful consideration, we will not be bidding on the contamination excavation in Miles City. Thanks for reaching out.

Steve Hanson

Branch Manager - MT/WY/CO at Nwestco

A 115 Industrial Court Kalispell MT 59901

P 406-755-4343 Ext. 112 **M** 406-261-9271

E steveh@nwestco.com

W https://www.nwestco.com/

On Mon, Mar 16, 2020 at 8:22 AM Steve Hanson <steveh@nwestco.com> wrote:

Jeff,
Yes, we are interested. We have already quoted the tank removal to Zip Trip. We will revise our overall number and bid removal and potential over excavation to you. Let me know what you need from us to prepare a bid.

Thanks

Steve Hanson

Branch Manager - MT/WY/CO at Nwestco

A 115 Industrial Court Kalispell MT 59901

P 406-755-4343 Ext. 112 **M** 406-261-9271

E steveh@nwestco.com

W https://www.nwestco.com/

On Fri, Mar 13, 2020 at 3:53 PM Rice, Jeffrey <Jeffrey.Rice@tetratech.com> wrote:

Steve: As you know the Zip Trip #59 store on Haynes Avenue in Miles City, Montana is scheduled for a major remodel. As part of the remodel the store will be demolished and the current underground storage tank (UST) system will be removed. Following these activities Tetra Tech will have oversight of the excavation, disposal and backfilling of contaminated soil at the site. This portion of the job will be reimbursed through the Montana Petroleum Tank Release Compensation Board who requires a minimum of three bids for this portion of the project. Attached is our Draft Work Plan and a Bid Sheet for this work. We are formally asking your firm if they would like to bid on this work. The bid is due Mach 30, 2020. The work is tentatively scheduled for initiation July 6, 2020. We request you let us know by March 18, 2020 if you intend on bidding of this document. You can return your response to me via email or at the address below.

Thank you for your consideration.
Jeff

Jeff Rice | Senior Project Manager
Business **+1 (406) 248-9161** | Mobile **+1 (406) 671-4851** | jeffrey.rice@tetratech.com

Tetra Tech | *Leading with Science®* | **Billings Montana ECA Office**
7100 Commercial Ave., Suite 4, Billings, MT, 59101 | tetratech.com

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TETRA TECH

(406) 231-4993 Cell
(406) 652-5497 Office
www.mpenviro.com

From: Jerry Barton
Sent: Friday, March 6, 2020 12:04 PM
To: jeffrey.rice@tetratech.com
Cc: Tim Malson <tmalson@mpenviro.com>
Subject: Miles City frac tank / vac truck

HI Jeff,

Pricing for Miles City, MT

Frac tank Mob/demob to Miles City, MT: $110.00 per hour + EES (Estimated 12 hours)
Frac tank rent: 30 days @ $28.75 per day
Vac truck Mob/demob: $95.00 per hour + EES (Estimated 5 hours)
Vac truck onsite 2 days: $95.00 per hour + EES (Estimated 16 hours)
Per diem: $150.00 x 2 nights = $300.00

Total Estimated price: $6,063.71 (Disposal not included)

Energy and Environmental surcharge (EES) adjusts monthly, current rate 20.7%

I have not received the disposal pricing yet, I will send that to you soon as I get it.

If you have any questions please call or email me anytime.

Thank you!

Jerry Barton
(406) 231-4993 Cell
(406) 652-5497 Office
www.mpenviro.com

Lemire, Paul

From: Jerry Barton <jbarton@mpenviro.com>
Sent: Wednesday, April 8, 2020 10:11 AM
To: Lemire, Paul
Subject: FW: Miles City frac tank / vac truck

⚠ **CAUTION:** This email originated from an external sender. Verify the source before opening links or attachments. ⚠

From: Jerry Barton
Sent: Wednesday, March 11, 2020 11:57 AM
To: 'jeffrey.rice@tetratech.com' <jeffrey.rice@tetratech.com>
Cc: Tim Malson <tmalson@mpenviro.com>
Subject: RE: Miles City frac tank / vac truck

Jeff,

Here is pricing for disposal.

Bulk Diesel / Water to Deer Trail, CO (non haz) $2.15 per gallon (2000 gallon minimum per shipment applied)

Bulk Diesel / Water / Gasoline to Kimball, NE (Hazardous) $0.43 per pound (24,000 pound minimum per shipment)

BTU surcharges will apply if shipped into CH Kimball, NE
-2,000 – 2,999 btu $0.059 / pound
-3,000 – 3,999 btu $0.039 / pound
-4,000 – 4,999 btu $0.020 / pound

Terms and Conditions
Pricing is contingent upon acceptance of wastes as profiled to the disposal site.
Shipments into CH Kimball, NE will incur a $650.00 live offload fee if requested.

Transportation Rate:
Mob to Miles City, MT: $336.00 + EES
Load Miles City, MT- offload Deer Trail, CO return to back to Miles City to reload: $2,373.00 per load + EES
Load Miles City, MT – offload Deer Trail, CO return Billings, MT: $2,478.00 + EES

Load Miles City, MT - offload Kimball, NE return back to Miles City to reload: $1,974.00
Load Miles City, MT – offload Kimball, NE return Billings, MT: $2,079.00 + EES

Energy and Environmental surcharge (EES) adjusts monthly, current rate 20.7%

If you have any questions please call or email me anytime.

Thank you!

Jerry Barton

HydroChemPSC

HydroChemPSC

1401 South 32nd Street West Billings MT 59102

Billings Phone: (406) 252-1999 Fax: (406) 252-0330

DATE: 4/9/2020

CLIENT:	Tetra Tech Inc		Client Ph. #:	406-671-4850	PSC JOB #:
LOCATION:	Zip Trip				Customer PO #: paul.lemire@tetratech.com
CITY:	Miles City	STATE: MT	Zip Code:		PROJECT MGR.: Paul Lemire

START	END	DESCRIPTION OF WORK PERFORMED
		2 days Liquid Vac Support at Zip Trip in Miles City, Mobe, demobe and truck cleanout 2--10 hr shifts plus mobe and demobe

EMPLOYEE NAME:	PERDIEM CK	PERDIEM CH	PAYROLL ST	PAYROLL OT	PAYROLL DT	CRAFT	QUANTITY BILLABLE		ST RATE	OT RATE	DT RATE	AMOUNT
LABOR												
Operator			26.0					HOUR	$ 38.00	$ -	$ -	$ 988.00
								HOUR			$ -	$ -
								HOUR			$ -	$ -
								HOUR			$ -	$ -
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								HOUR			$ -	$ -
								HOUR			$ -	$ -
						PSC DAILY MANHOURS	26.0	HOUR			LABOR TOTAL:	$ 988.00
						PER DIEM PER MAN PER DAY:	4.0	EACH	$ 125.00		PER DIEM TOTAL:	$ 500.00

EQUIPMENT/MATERIALS/SUPPLIES	UNIT #	QUANTITY				RATE	AMOUNT
70 Bbl Liquid Vac		26.0	HOUR			$ 55.00	$ 1,430.00
			HOUR				$ -
Fuel Surcharge 14% variable with the price of fuel			EACH			$ 200.20	$ -
Truck Washout		1.0	EACH			$ 1,000.00	$ 1,000.00
RFR Frac Tank, Mobe, demobe, 28 days rental only, washout		1.0	EACH			$ 6,060.00	$ 6,060.00
			FT				$ -
Hauling of liquid recovered and put into the frac tank to be determined			EACH				$ -
later			HOUR				$ -
			HOUR				$ -
			EACH				$ -
			EACH				$ -
			EACH				$ -
			EACH				$ -
			HOUR				$ -
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							$ -
							$ -
							$ -
						EQUIPMENT/MATERIALS/SUPPLIES TOTAL:	$ 8,490.00
							$ -

Terms & Conditions TOTAL ESTIMATE **$ 9,978.00**

Per Diem: Per diem shall be $95.00/day/man. Per diem includes all meals and lodging as well as any related expenses which may be incurred on jobs requiring an overnight stay. Contractor will charge Company for on-site work days and travel days to and from the jobsite.

Overtime: Overtime shall be defined as after 8 hours per day and 7:00 a.m. Saturday through 7:00 a.m. Monday plus Holidays.

Delay/Stand-by Charges: For any delays not related to PSC, stand-by charges will apply. Stand-by charge rates for labor shall be at 100% of rates as detailed herein. Stand-by charge rates for equipment and explosive crews shall be at 50% of rates detailed herein.

Minimum Charges: Eight (8) hour minimum will be charged.

Fuel Surcharges: PSC has instituted the following fuel surcharge as per the attached addendum which will be charged at the time of billing. This is in accordance with the industry norm at this time.

This quote is confidential and may be legally privileged.It is intended solely for the addressee. Access to this quote by anyone else, unless expressly approved by the sender or an authorized addressee, is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action omitted or taken in reliance on it, is prohibited and may be unlawful. If you believe that you have received this email in error, please contact the sender, delete this quote and destroy all copies.

CLIENT SIGNATURE: _____ **Date:** _____

Badger Hydrovac Proposal

Billings, Mt. - XMT

Tetratech

Miles City Contaminated Ground Water

Prepared By: Mark Gunderson
Title: Area Manager

8930 Motorsports Way
Brownsburg, IN 46112
C: 317-919-1886
"An equal opportunity employer"

Proposal

DATE:	4/9/2020
REFERENCE #:	04092020-Tetratech
PREPARED BY:	MJG
APPROVED BY:	MJG

Customer Information

Company:	Tetratech	**Phone (o):**	406-248-9161	**Phone (m):**	406-671-4850
Contact:	Paul Lemire	**E-mail:**	paul.limere@tetratech.com		
Office Address:	7100 Central Ave.		**Title:**		
City/State:	Billings, Mt. 59101			**Account #:**	
Service Location:				**Misc:**	

Scope of Work

Remove contaminated material and dispose onto Frac tank on site in Miles City Mt. This proposal includes Frac tank rental for 30 days and

Regular Rates apply up to eight (8) hours/day Monday - Friday
Overtime Rates apply after eight (8) hours and Saturdays

Description	Price	UM	Qty	Amount
Badger Hydrovac with Operator	$ 245.00	/hour	24	$ 5,880.00
Badger Hydrovac Overtime	$ 265.00	/hour	4	$ 1,060.00
Water	$ 65.00	/load	2	$ 130.00
Subsistence	$ 150.00	/person/day	2	$ 300.00
Additional Operator	$ 50.00	/hour	8	$ 400.00
Third Party Service	$ 3,703.50	/LS	1	$ 3,703.50
Fluctuating Fuel Recovery Fee (FFR Fee)	$ 0.0525	/LS		

This proposal contains the estimated price to complete the work as described above in Scope of Work. If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply.

Subtotal:	$	11,473.50
FFR	$	602.50
TOTAL:	$	12,076.00

Company: Tetratech

PO#:

Name (please print):

Title:

Signature:

Date:

I am authorized to bind the Company

General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.

2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.

3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost + __% .

4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.

5. This proposal is valid for 30 days from the date posted on this proposal document.

6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.

7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.

8. Zero (0) % retainage is withheld.

9. Taxes – tax will be added to quote pricing as required by State/Local governments.

10. Currently a fluctuating fuel recovery fee will be applied to all invoices at a monthly calculated rate that is adjusted based upon the average cost of diesel as published by www.eia.gov.

Client responsibility include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.

2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.

3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.

4. Establish, maintain and remediate accessible water source and disposal site.

5. Specific direction and locations for Hydrovac excavation.

6. Backfill and site restoration unless agreed to in writing prior to completing work.

7. Materials to secure and cover the excavation unless agreed to in writing prior.

8. Shoring, maintenance and barricading.

9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.

10 Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.

11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.

12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.

13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wage .

14. Additional insurance requirements over what Badger already has in place.

Client Representative		**Badger Representative**	
Printed Name:	_____	Printed Name:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

I am authorized to bind the Company

BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

a. Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

b. No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to thev Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs. All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Continued...

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms. All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Amounts unpaid after such date shall bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.

14. Default. If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

15. Waiver. No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Continued...

16. Force Majeure. Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

17. Intellectual Property. All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

18. Confidential Information. (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.
(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.
(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

19. Integration. The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

20. Assignment. Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

21. Severability. Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Governing Law; Venue. All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

End

Proposal for Site Remedy

To: Paul Lemire - Tetra Tech
Paul.Lemire@tetratech.com 406.248.9161
From: Andrew Punsoni
apunsoni@regenesis.com 503.504.1399

February 20, 2020

Subject: ***Preliminary Design and Cost Estimate Proposal***

Site: *Zip Trip 59*
Miles City, Montana

Treatment Unit: Saturated soil

Applicable Products	**Link to View/Download Product Information**
ORC Advanced Pellets	ORC Advanced Pellets

Technical and Cost Summary

Per your request we have completed a preliminary evaluation for the above-referenced site. Based on this evaluation, we provide this preliminary design and cost estimate for use of Oxygen Release Compound Advanced® (ORC Advanced) to treat residual petroleum hydrocarbons following excavation of source area contaminants. Below we provide a summary of pertinent information pertaining to the treatment area, basic design elements and product costing.

Treatment Unit	Treatment Surface Area (sq ft)	Treatment Thickness (ft)	Cubic Yards (cy)	Technology	Product Quantity (lbs)	Product Cost*
Saturated soil	22,500	1	833	**ORC Advanced Pellets**	3,802	$35,396
				Estimated Tax and Freight	15%	$5,309
				Project Totals	***3,802***	***$40,705***

***Tax and freight charges are estimated. Please contact Customer Service Department at 949-366-8000 for a shipping quote.**

Product Description and Use Rationale

Petroleum hydrocarbon plumes are typically depleted in oxygen, which limits the ability of naturally occurring microorganisms to degrade petroleum hydrocarbons. ORC Advanced supplies a controlled release of oxygen for 9-12 months in the target treatment zone to create and support the geochemical environment necessary for aerobic biodegradation of contaminants. This preliminary technical design and cost estimate contains information related to the design, application, and performance monitoring of ORC Advanced. Use the above hyperlink to access more information about ORC Advanced.

In generating this design proposal Regenesis relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic relationships to generate an estimate of the mass of product and subsurface placement required to affect remediation of the site.

REGENESIS developed this Scope of Work in reliance upon the data and professional judgments provided by those whom completed the earlier environmental site assessment(s). The fees and charges associated with the Scope of Work were generated through REGENESIS' proprietary formulas and thus may not conform to billing guidelines, constraints or other limits on fees. REGENESIS does not seek reimbursement directly from any government agency or any governmental reimbursement fund (the "Government"). In any circumstance where REGENESIS may serve as a supplier or subcontractor to an entity which seeks reimbursement from the Government for all or part of the services performed or products provided by REGENESIS, it is the sole responsibility of the entity seeking reimbursement to ensure the Scope of Work and associated charges are in compliance with and acceptable to the Government prior to submission. When serving as a supplier or subcontractor to an entity which seeks reimbursement from the Government, REGENESIS does not knowingly present or cause to be presented any claim for payment to the Government.

Application Guidance

ORC Advanced Pellets are specifically engineered for use in excavations. They may be spread with mechanical equipment or by hand. Regardless of the methods used to emplace the ORC Advanced Pellets, the product should be spread evenly across the excavation area both horizontally and vertically within the saturated zone targeted for treatment. Regenesis can assist with further site-specific application design information, as needed, upon notification that our proposed remedy is chosen for implementation.

Performance Monitoring

We recommend groundwater samples be collected from select performance monitoring wells to evaluate enhanced natural attenuation processes. Ideally, wells from within and outside of the treatment area (i.e., upgradient and downgradient of the plume) should be sampled. A round of sampling should be conducted prior to treatment with ORC Advanced to evaluate the baseline aquifer conditions and to assess the total demand for oxygen in the treatment area. After ORC Advanced has been installed into the subsurface, groundwater samples should be collected on a quarterly, or more frequent, basis. We recommend samples be collected using low-flow methods and be analyzed for field redox parameters (pH, Temp, DO, ORP, turbidity).

Closing

Please feel free to contact me if you need additional information or have any questions regarding our evaluation and/or this correspondence (contact info provided above). I plan to contact you to follow up on this submittal and address any questions or additional needs you may have. Thank you for considering Regenesis as part or your remedial solution for this project. We appreciate your interest.

REGENESIS

ORC Advanced® Pellets Application Design Summary		
Application Method	--	**Excavation Application**
Excavation Width	ft	150.0
Excavation Length	ft	150.0
Areal Extent (square ft)	sq. ft.	22,500
Top Application Depth (ft bgs)	ft	0
Bottom Application Depth (ft bgs)	ft	1
Estimated Saturated Treatment Thickness	ft	1
ORC Advanced to be Applied (lbs)	**lbs**	**3,802**
ORC Advanced per 1 ft lift	lb/ft	3,802

Assumptions/Qualifications

In generating this preliminary estimate, Regenesis relied upon professional judgment and site specific information provided by others. Using this information as input, we performed calculations based upon known chemical and geologic relationships to generate an estimate of the mass of product and subsurface placement required to affect remediation of the site.

REGENESIS developed this Scope of Work in reliance upon the data and professional judgments provided by those whom completed the earlier environmental site assessment(s). The fees and charges associated with the Scope of Work were generated through REGENESIS' proprietary formulas and thus may not conform to billing guidelines, constraints or other limits on fees. REGENESIS does not seek reimbursement directly from any government agency or any governmental reimbursement fund (the "Government"). In any circumstance where REGENESIS may serve as a supplier or subcontractor to an entity which seeks reimbursement from the Government for all or part of the services performed or products provided by REGENESIS, *it is the sole responsibility of the entity seeking reimbursement to ensure the Scope of Work and associated charges are in compliance with and acceptable to the Government prior to submission* . When serving as a supplier or subcontractor to an entity which seeks reimbursement from the Government, REGENESIS does not knowingly present or cause to be presented any claim for payment to the Government.

Prepared By:

Andrew Punsoni ***2/20/2020***

Oxygen Release Compound (ORC®) Installation Instructions: Excavation Applications

Safety

Pure ORC® is shipped to you as a fine powder, which is rated at -325 mesh (passes through a 44 micron screen). It is considered to be a mild oxidizer and as such should be handled with care while in the field. Field personnel should take precautions while applying the pure ORC.

Typically, the operator should work up wind of the product as well as use appropriate safety equipment. These would include eye, respiratory protection and gloves as deemed appropriate by exposure duration and field conditions.

Although two options are discussed, application of ORC should never be applied by personnel within the tank excavation, unless proper shoring or sidewall cutback is in place.

General Guidelines

ORC can be applied in a dry powder form or as a slurry. Field conditions dictate which form of ORC can be used most effectively.

Installation of ORC should be within the tank excavation floor and/or in an adequate backfill section thickness to account for the anticipated groundwater "smear zone".

Maximum treatment effect is obtained when ORC is mixed as thoroughly as possible within the backfill material. The more dispersed the ORC slurry/powder within the excavation backfill, the more effective the treatment.

The quantity of ORC to be used is generally calculated prior to moving into the field for installation. Generally it is applied at a rate of between 0.1% and 1.0% by weight of the soil matrix.

The Following Illustrates a Dilute Application Rate Calculation

Use a weight/weight percent of ORC/backfill material to ensure distribution of the ORC into the desired aquifer section. For example: a 0.15% weight of ORC to weight of backfill for the standard ORC weight (30 pounds) per container calculates as follows: 30 lb. ORC/0.15% = 20,000 lbs. of soil matrix.

Thus, to achieve a 0.15% mixture of ORC in the backfill material, 30 lb. of pure ORC should be mixed into 10 tons (20,000 lbs. ÷2,000 lbs./ton) of backfill, or approximately 7 - 10 cubic yards of soil depending on field conditions. Professional judgment should be used to select the appropriate soil mass per cubic yard for designing each site treatment.

Choosing the Form of Installation

Pure ORC is shipped to you in a powder form. Weather conditions (especially wind) may have a direct effect on the application of ORC as a tank backfill amendment.

Application of the dry powder may be difficult in windy conditions. To counter the effects of wind (and the subsequent potential loss of ORC), REGENESIS® recommends that a water source or a spray tank be on-site to wet down the ORC and the backfill material as ORC is applied.

Application of ORC in a slurry format is a very effective method and eliminates the wind issue.
Four somewhat different installation conditions can be encountered in the field:

- ORC in a pea gravel back-fill. ("Type 1")
- ORC in a soil back-fill. ("Type 2")
- ORC mixed in native soil in the bottom of a tank pit. ("Type 3")
- ORC installed in soil under standing water in the bottom of a tank pit. ("Type 4")

A single tank pit excavation can include more than one of these conditions, depending on the site and extent of treatment. Instructions for each condition are discussed separately in the following sections. After the installation instructions are detailed instructions for mixing the slurry, if that is the option chosen.

Installation Instructions

"Type 1," ORC in a Pea Gravel Back-fill

The easiest method for installing ORC in pea gravel back-fill is to mix the ORC in the material in a backhoe or skiploader bucket before placing it in the excavation.

Dry Powder Method

Into each scoop of back-fill material add the appropriate portion of ORC being installed. Generally, it is advisable to moisten the material in the bucket to reduce wind blown ORC loss. Excessive winds make this method not feasible. After mixing the dry powder in the bucket, it is dumped into the bottom of the excavation. The backhoe bucket can be used for further mixing in the excavation.

Slurry Method

Mix a 63% solids slurry of ORC and water (see "Steps to make ORC slurry"). This relatively thick slurry is used to help keep the ORC dispersed through the pea gravel, even when it contacts water in the bottom of the excavation during installation. It is generally desirable to avoid having the ORC run down through the pea gravel and collect in the bottom of the excavation. The thick slurry addresses this issue.

In each scoop of back-fill material, add the appropriate amount of ORC slurry. Pre-mix the materials in the backhoe bucket After mixing, dump the slurry and back-fill into the bottom of the excavation. The backhoe bucket can be used for further mixing in the excavation.

If the slurry method is being used, observe the physical behavior of the ORC in the fill material. If the ORC collects at the bottom of the back-fill material, increase the percent solids content by reducing the amount of water being used to make the slurry.

"Type 2," ORC in a Soil Back-fill

Follow the instructions for the pea gravel back-fill method, except: If the slurry method is being used, the solids content should be reduced. Typically a 50% solids is appropriate, although soil conditions sometimes dictate lower solids contents (see "Steps to make ORC slurry").

" Type 3," ORC Mixed in Native Soil in the Bottom of the Tank Pit

When ORC is added to the bottom of a tank pit it may be done by backhoe or injection.
CAUTION: Personnel should never work within the tank excavation, unless proper shoring or sidewall cutback is in place.

Backhoe Method

A skilled backhoe operator can distribute the ORC around the bottom of the tank excavation and, using the bucket, mix it thoroughly. If there are no winds, it may be possible to:

1. Put the dry ORC powder in the backhoe bucket,
2. Lower it to the bottom of the pit,
3. Gently deposit the ORC evenly on the remaining soil,
4. Use the bucket to mix the powder into the soil,
5. To mitigate dusting, if necessary, spray water into the excavation during the process.

An alternative backhoe method is to use a 50% (or less) solids ORC slurry (see "Steps to make ORC slurry) in place of the dry powder. This eliminates the dusting problem, and in some cases enhances the even distribution of ORC into the soil. Observe the slurry mixing behavior in the bottom of the excavation, and adjust the water content of the slurry to optimize mixing, if necessary.

Injection Method

If available, a pump and root feeder may be used to inject an ORC slurry into the excavation floor. This may require a more dilute slurry mix, and care should be taken to assure that the solids do not settle out of the slurry prior to injection.

" Type 4," ORC installed in standing water in the bottom of a tank pit

Application of ORC into tank excavations with standing water requires the operator apply ORC in a slurry form. ORC powder application in this scenario is not advised because a portion of the ORC particle fraction is not likely to pass through the surface tension of the standing water.

CAUTION: Personnel should never work within the tank excavation, unless proper shoring or sidewall cutback is in place.

Backhoe Method

A skilled backhoe operator can distribute the ORC slurry within the excavation, and mix it into the soil underlying the standing water with the bucket. Steps for installation:

1. Mix a high solids content ORC slurry (63% solids). See ("Steps to make ORC slurry").
2. Pour slurry into the backhoe bucket.
3. Lower the bucket to the standing water level in the excavation, and deposit the slurry as evenly as possible across the excavation floor. The dense slurry (63%solids is 1.6 grams per ml) will tend to make the majority of the slurry sink quickly to the bottom of the water layer.
4. Use the bucket to mix the slurry into the soil.
5. Water in the vicinity of the ORC slurry will often turn white and milky, since some of the ORC is dispersed within the standing water. This provides additional dispersion within the standing water and back-fill material as it is added to the excavation.

Injection Method

If available, a pump and root feeder may be used to inject an ORC slurry into the soil in an excavation. This may require a more dilute slurry mix, and care should be taken to assure that the solids do not settle out of the slurry prior to injection.

Mixing ORC Slurry

ORC powder is shipped to you in pre-measured batches. Each batch is contained in a plastic bag which is shipped in a 5-gallon bucket. Remove the pre-measured ORC bag from the 5-gallon bucket and open. Measure and pour the appropriate amount of water from the following table into the 5 gallon bucket

Slurry Solids Content (%)	Pounds of ORC	Gallons of Water
63%	30 lbs.	2.1 gal. (2 gal. + 2 cups)
50%	30 lbs.	3.6 gal. (3 gal + 2 1/2 qts.)

Add the entire ORC pre-measured bag to the water (30 pounds). If the slurry solids contents of less than 50% are desired, the quantity of ORC per batch mixed in the bucket must be reduced. For example, a bucket containing four gallons of water would require 22.4 pounds of ORC to make a 40% solids slurry, and 16.6 pounds of ORC to make a 33% slurry.

Use an appropriate mixing device to thoroughly mix ORC and water. REGENESIS recommends use of a 0.5 Horsepower (minimum) hand held drill with a "jiffy mixer" or stucco mixer. A common paint paddle can be used to scrape the bottom and sides of the container to ensure thorough mixing. Standard environmental slurry mixers may also be used. After mixing, small amounts of water can be added to adjust the consistency of the slurry. When slurries are used, the early batches should be observed in the process of mixing with the soil. Each site can vary, due to soil type and moisture content. Based on professional judgment, additional water can be added to subsequent slurry batches.

ORC slurry should be used ASAP; if the ORC slurry has been standing more than 15 minutes, it should be remixed immediately before using. Do not let stand more than 30 minutes without stirring. Otherwise, the slurry will begin to harden into a weak cement.

For direct assistance or answers to any questions you may have regarding these instructions, contact REGENESIS Technical Services at 949.366.8000.

ORC Advanced® Pellets Technical Specification

ORC Advanced Pellets are a dust-minimizing, dry application, pelletized form of the widely-used ORC Advanced controlled-release oxygen compound.

They are designed specifically for the treatment of dissolved-phase petroleum hydrocarbons through direct application into excavations, petroleum storage tank pits, trenches and backfill.

Oxygen is released from ORC Advanced for a period of 9 to 12 months *in situ*.

Example of ORC Advanced Pellets

$$CaO(OH)_2 + H_2O \rightarrow \tfrac{1}{2} O_2 + Ca(OH)_2 + H_2O$$

ORC Advanced is a formulation of calcium oxyhydroxide which, upon hydration, releases oxygen and forms simple calcium hydroxide and water.

For a list of treatable contaminants with the use of ORC Advanced, view the Range of Treatable Contaminants Guide.

Chemical Composition

- Calcium Oxyhydroxide
- Calcium Hydroxide
- Monopotassium Phosphate
- Ammonium Phosphate Dibasic

Properties

- Pellet size: 3-10 mm
- Contains micro-nutrients such as nitrogen, phosphorous, and potassium (N,P,K) which can be beneficial to aerobic biodegradation processes

OXYGEN RELEASE COMPOUND

ORC Advanced® Pellets Technical Specification

Storage and Handling Guidelines

Storage
Store in a cool, dry place out of direct sunlight
Store in original tightly closed container
Store in a well-ventilated place
Do not store near combustible materials
Store away from incompatible materials
Provide appropriate exhaust ventilation in places where dust is formed

Handling
Minimize dust generation and accumulation
Keep away from heat
Routine housekeeping should be instituted to ensure that dust does not accumulate on surfaces
Observe good industrial hygiene practices
Take precaution to avoid mixing with combustibles
Keep away from clothing and other combustible materials
Avoid contact with water and moisture
Avoid contact with eyes, skin, and clothing
Avoid prolonged exposure
Wear appropriate personal protective equipment

Applications

- *In situ* or *ex situ* out of the bag
- Direct application into open excavations, petroleum storage tank pits and trenches
- Direct application to contaminated backfill or contaminated soils
- *Ex situ* biopile applications (requires a source of hydration)

Health and Safety

Wash thoroughly after handling. Wear protective gloves, eye protection, and face protection.
Please review the Material Safety Data Sheet for additional storage, usage, and handling requirements here: ORC Advanced SDS.

REGENESIS®

www.regenesis.com

Corporate Headquarters
1011 Calle Sombra, San Clemente CA 92673
949.366.8000

European Headquarters
The Tramshed, Beehive Yard
Walcot St, Bath BA1 5BB, United Kingdom

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TETRA TECH

ATTACHMENT D

Work Authorization #8

TETRA TECH

WORK AUTHORIZATION

TO: CHS Inc. / Zip Trip

FROM: **Tetra Tech, Inc.**

WORK AUTHORIZATION NO.: *8*

PROJECT TITLE: *Remedial Excavation Work Plan CHS Inc. / Zip Trip 59*

PROJECT LOCATION: *1321 Haynes Avenue, Miles City, Montana*

Pursuant to the terms and conditions of the Consulting Services Agreement dated *January 1, 2009*, this Work Authorization hereby authorizes *Tetra Tech, Inc.* to perform the specific services and under the particular conditions set forth herein:

1. **SCOPE OF WORK:** Remove most of the petroleum hydrocarbon impacts in the soil and groundwater at the site.
2. **COMPENSATION:** *Estimated project costs are shown on the Unit Cost Worksheet included in Attachment A.*
3. **BILLING SCHEDULE:** *Monthly*
4. **TIME FOR COMMENCEMENT:** *November 2019*
5. **TIME FOR COMPLETION:** *December 2020*
6. **REPORTING REQUIREMENTS:** *Remedial Excavation Report*
7. **OTHER PROVISIONS:** *None*

Upon execution of this Work Authorization, Client and Tetra Tech agree to bound by and comply with all the terms and conditions contained in the above referenced Consulting Services Agreement, except as modified by the specific terms and conditions, if any, contained herein.

APPROVED AND ACCEPTED BY:

CHS Inc. / Zip Trip: (Client)	Tetra Tech, Inc. (Consultant)
Signed:	Signed:
Name: Jim Alford	Name: Scott Rice
Title: EHS Manager	Title: Senior PM
Date: 3/11/20	Date: 3/10/2020
Phone: (509) 535-7701	

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