



April 20, 2020

Mr. Don Edmisten  
Town Pump  
PO Box 6000  
Butte, Montana 59701

**RE: Remedial Investigation Work Plan and Budget for the Petroleum Release at Town Pump #2-Dillon, 635 North Montana Street, Dillon, Beaverhead County, Montana; Facility ID 01-08696, (TID 17674), Release 5350, Work Plan 33994**

Dear Mr. Edmisten,

Water & Environmental Technologies (WET) is pleased to provide this Remedial Investigation Work Plan (WP) and cost estimate for environmental consulting services at the abovementioned facility. This WP was prepared in response to a Montana Department of Environmental Quality (DEQ) Work Plan Request letter dated, December 6, 2019 outlining remedial investigation required to determine the extent and magnitude of petroleum impacts to soil and groundwater at and below the Facility, identify potential receptors of the contamination, and recommend the best remediation strategies, specific to this Facility.

## SCOPE OF WORK

The scope of work specified in the DEQ Work Plan Request includes:

- Submit written agreed-upon work plan (WP) modifications as required to complete the WP objectives based on ongoing discussions with DEQ's project manager.
- Submit soil and groundwater samples to an analytical laboratory for the analysis of petroleum constituents required by the Montana Tier 1 Risk-Based Corrective Action (RBCA) Guidance for Petroleum Releases. Failure to follow RBCA requirements may result in additional mobilization, rejected data, and/or addition costs to you. Deviation for the RBCA requirements must be discussed with and approved by DEQ before work begins.
- Validate all laboratory analytical data using DEQ's Data Validation Summary Forms.
- Discuss a Release Closure Plan (RCP) and analytical results with DEQ's project manager.
- Prepare and submit a Remedial Investigation Report detailing the results of the investigation. The RI report must have all the applicable format sections outlined in the RI Guidance document.
- Use standardized DEQ WP and report formats.
- Submit WP and reports electronically following the Petroleum Tank Cleanup Section submittal requirements.

WET's proposed approach to complete the work in accordance with DEQ's letter request is detailed in the following paragraphs, with the exception of Work Plan Preparation.

## Background

The Town Pump #2 facility is a combined fuel station and casino (**Figure 1**). On July 23, 2019, an excavation contractor was in the process of installing a new fuel canopy at the facility. While removing the concrete footings of an old fuel pump canopy, the contractor encountered soil layers, directly under the concrete, that were visibly impacted with petroleum and had an odor of weathered petroleum products. The operator informed

Town Pump who then reported to Montana DEQ and WET to respond. Over the following days while construction activities continued, WET personnel were onsite to sample the sidewalls and floors of the excavations for Volatile Petroleum Hydrocarbons (VPH) and Extractable Petroleum Hydrocarbons (EPH) as well as analyze soil using a photoionization detector (PID) and heated headspace method in real time. Sample results are given in **Table 1** and sample locations are provided on **Figure 2**. The analytical results confirmed the existence of petroleum contamination at the facility and are summarized below.

Concentrations for Naphthalene and C9-C10 Aromatics exceeded Risk Based Screening Levels (RBSLs) for leeching into groundwater between depths of 0-10 feet in the following samples: Clay-F1-6, Clay-F2-6, E-Side-6-3, N-Side-5-3, and W-Side-8-3. Concentrations for C9-C12 Aliphatics in the following samples exceeded the leaching RBSL: Clay-F1-6 and Clay-F2-6. The ceiling for the EPH screen was exceeded in the following samples: Clay-F1-6, Clay-F2-6, E-Side-6-3, N-Side-2-3, N-Side-5-3, Sand-F-6, Sand-F2-6, Stockpile, and W-Side-8-3. These samples were further fractionated into C9-C18 Aliphatics, C19-C36 Aliphatics, C11-C22 Aromatics, and Total Extractable Hydrocarbons. Concentrations for C9-C18 Aliphatics and C11-C22 Aromatics in the following samples exceeded the leaching RBSL: Clay-F1-6, Clay-F2-6, E-Side-6-3, N-Side-5-3, Sand-F-6, Sand-F2-6, Stockpile, and W-Side-8-3. All remaining concentrations of all analytes were below RBSL and/or laboratory detection limits in all samples.

### **Purpose and Objectives of Investigation**

The purpose of this investigation is to delineate the magnitude and extent of petroleum contamination, identify potential receptors of the contamination and recommend the best remediation strategy, if significant contamination is found.

### **Project Management**

WET personnel will provide informal status reports to Don Edmisten and DEQ on an as-needed basis. Other duties associated with this task include scheduling field work and project reporting; coordinating field activities with current facility operators; communicating with subcontractors and vendors; and monitoring the project budget and deliverables.

### **Field Work**

#### **Private Utility Locates**

WET will utilize Pathfinder Daylighting to locate on-site utilities. The Pathfinder Daylighting bid is included as **Attachment B**.

#### **Private Utility & Fuel Service Line Hydrovacing**

Hydrovacing will be done to establish the location of the private utility lines servicing the Facility and the fuel lines running from the underground tanks, located on the north end of the property, and servicing the pump islands where borings are proposed. Badger Daylighting will perform this work. Bids from Badger Daylighting and two other hydrovacing companies are included as **Attachment C**.

#### **Drilling (Borings)**

In order to delineate the extent and magnitude of contamination, an estimated 10 soil borings will be drilled using a Geoprobe Direct-Push drill rig with a 2-inch auger up to 20-feet in depth, with soil samples collected on a continuous basis. WET personnel will characterize soils and complete field screening of soils from each

boring including visual and olfactory evidence, and measurements of volatile organic compounds (VOCs) using a PID and the heated headspace method. Soil samples will be collected from each boring from the zone exhibiting the highest PID readings and/or the top of the water-saturated zone. At least two soil samples will be collected from the areas of each boring exhibiting the highest PID readings. If samples exhibit no significant concentration measured through the PID (i.e. under 50 ppm), or petroleum staining, sheen, or odor, then a single soil sample will be collected at the top of the water saturated zone. Samples will be collected in laboratory-supplied jars and analyzed for VPH, EPH, and lead scavengers 1,2-DCA and EDB. The bid for Enviroprobe Services is included as **Attachment D**.

### **Well Installation and Monitoring**

There is one known monitoring well at the Facility and this was verified by a site visit. Former wells associated with the Facility during previous site investigations/remedial activities were likely abandoned. WET will sample the known well to assess current groundwater quality and depth. In addition to the one known monitoring well, six additional monitoring wells are proposed at the Facility utilizing the recently drilled bore holes. The proposed monitoring wells will include two wells in the source area, one well upgradient, and three wells downgradient (**Figure 3**). Monitoring will be conducted using low-flow purge and sample procedures. Groundwater field parameters (temperature, pH, conductivity, dissolved oxygen, and oxidation reduction potential) will be measured during purging. Once parameters stabilize, a groundwater sample will be collected in laboratory-supplied bottles and analyzed for VPH, EPH, and lead scavengers 1,2-DCA and EDB.

### **Surveying**

Boring locations, utilities, and monitoring wells will be surveyed for horizontal and vertical control using Global Navigation Satellite System (GNSS) survey equipment. Well elevations will be measured to 0.01-foot accuracy.

### **Receptor Survey**

WET will complete an updated receptor survey that includes identification of potential receptors and migration pathways within 250 feet of the property including structures, water supply wells, and underground utility corridors. Results of the receptor survey will be discussed in the report section below.

### **Project Reporting**

Upon completion of investigation activities and sampling, and within 60-days of receipt of analytical results, WET will prepare and submit a Standardized Remedial Investigation Report. This report will include a discussion of drilling activities, analytical results from soil sampling and groundwater monitoring, and recommendations for resolving the release. The report will include figures showing the project location, excavation limits, and groundwater monitoring well locations. The report will also contain laboratory analytical reports and summary tables, photographs documenting field activities, monitoring well logs, and other applicable documentation.

### **COST AND SCHEDULE**

Work effort levels have been estimated using best professional judgement and typical scenarios related to work of this type. The estimated cost for WET to complete this project is \$47,071.75. A detailed cost estimate is provided as **Attachment A**.

Three bids were solicited for all non-professional services (i.e. hydrovac-ing). Badger Daylighting was the low bidder for hydrovac-ing and will be awarded the work.

The cost estimate includes the caveat that invoiced lab costs will reflect the actual number of samples required to delineate impacts.

If you have any questions or concerns regarding this workplan, please contact me at [bhenne@waterenvtech.com](mailto:bhenne@waterenvtech.com) by phone at (406) 565-6567.

Sincerely,



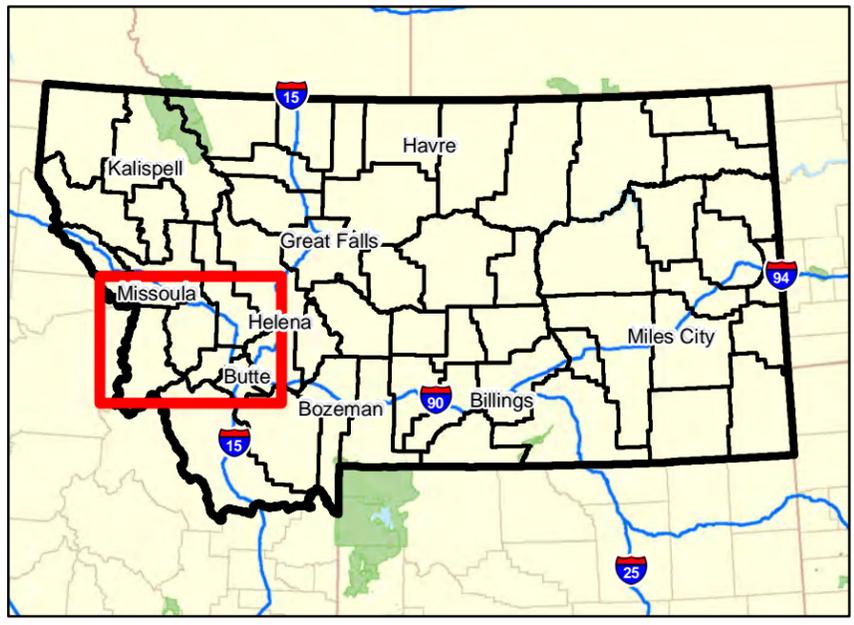
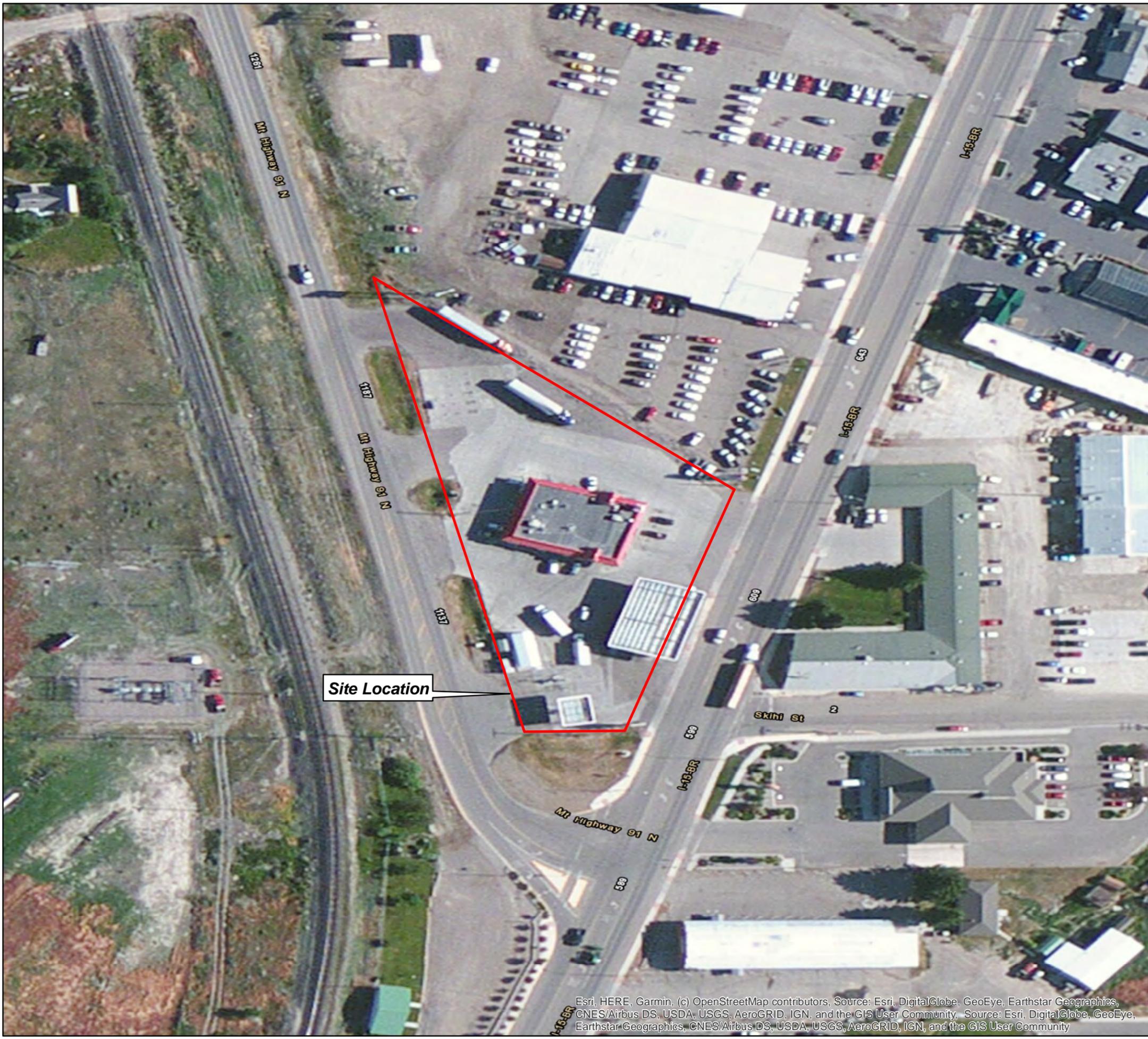
Bill Henne, PE, CFM  
Senior Engineer

Figures:            Figure 1. Site Location  
                      Figure 2. Initial Excavation Samples  
                      Figure 3. Proposed Boring Locations

Tables:            Table 1. Initial Excavation Samples

Attachments:    Attachment A. Project Cost Estimate  
                      Attachment B. Pathfinder Daylighting Bid  
                      Attachment C. Hydrovac Bids  
                      Attachment D. Enviroprobe Services Bid

## Figures



Site Location

**Legend**

Site Location



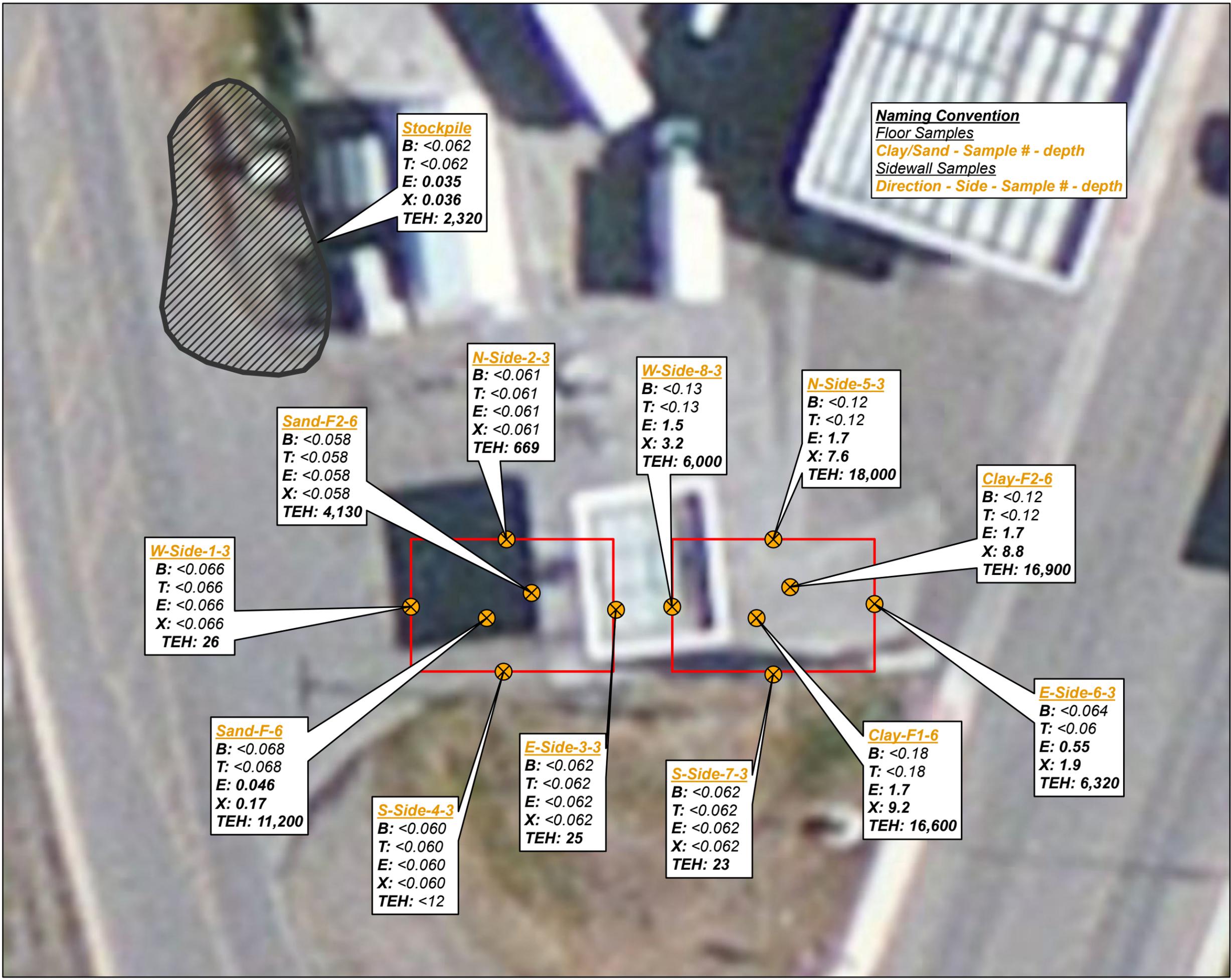
**SITE LOCATION - Aerial**

*Town Pump Facility  
Dillon, Montana*

<small>Job#: TownPumpM11T5</small>	<b>FIGURE 1</b>
<small>Date: 8/28/2019</small>	

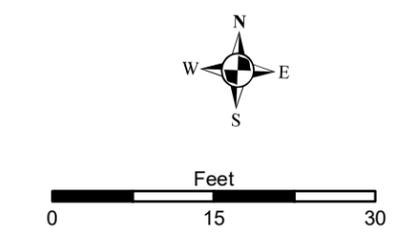
Path: M:\TownPumpM11T5\SiteMap.mxd, Author: coggensperger

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Legend**

- ⊗ **Sample ID**
- B:** <0.12 - Benzene Concentration
- T:** <0.12 - Toluene Concentration
- E:** 1.7 - Ethylbenzene Concentration
- X:** 8.8 - Xylene Concentration
- TEH:** 16,900 - Total Extractable Hydrocarbon Concentration
- Bold concentration indicates analyte was detected**
- Approximate Excavation Boundary
- ▨ Soil Stockpile

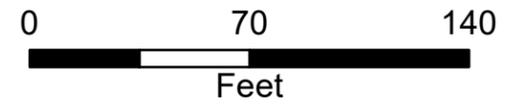


Target Analyte Concentrations (mg/kg-dry) July 2019	
Town Pump Facility Dillon, MT	
Job#: TownPumpM01T5	<b>FIGURE 2</b>
Date: 8/28/2019	
Path: M:\TownPumpM11T5_Smpl_Map.mxd, Author: oaggersperger	



**Legend**

- Site Location
- ⊗ Proposed Soil Boring Location
- ⊗ Proposed Boring with Monitoring Well



**Proposed Soil Boring and Monitoring Well Locations**

*Town Pump Facility  
Dillon, Montana*

Job#: TownPumpM11T5  
Date: 4/8/2020

**FIGURE 3**

**Soil boring locations may vary depending on utility survey.**

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Path: M:\TownPumpM11\Fig3-ProposedBoringLocations.mxd, Author: ceggensperger

## Tables

**Table 1. Volatile and Extractable Petroleum Hydrocarbons in Soil Samples (mg/kg-dry)**

Volatile Petroleum Hydrocarbons (VPH)											Extractable Petroleum Hydrocarbons (EPH)					
RBSL			Benzene	Toluene	Ethyl-benzene	Xylenes, Total	Naphthalene	C9-C10 Aromatics	C5-C8 Aliphatics	C9-C12 Aliphatics	TPH	EPH Screen	C9-C18 Aliphatics	C19-C36 Aliphatics	C11-C22 Aromatics	TEH
Direct Contact Construction			240	5,500	1,300	610	140	1,000	410	640	--	200*	900	200,000	3,900	--
Leaching 0-10 Feet			0.07	21	26	320	12	130	220	11,000	--	200*	53,000	Considered Immobile	370	--
Sample ID	Depth Interval (ft)	Date/Time Sampled	0.07	21	26	320	12	130	220	11,000	--	200*	53,000	Considered Immobile	370	--
Clay-F1-6	6	7/25/2019 11:05	<0.18	<0.18	1.7	9.2	58	661	27	739	1470	16,600	7,330	1,240	3,550	12,300
Clay-F2-6	6	7/25/2019 11:10	<0.12	<0.12	1.7	8.8	54	592	27	672	1280	16,900	8,040	1,280	3,180	12,600
E-Side-6-3	3	7/25/2019 11:40	<0.064	<0.064	0.55	1.9	33	356	9.9	392	761	6,320	2,950	478	1,290	4,730
N-Side-2-3	3	7/23/2019 17:25	<0.061	<0.061	<0.061	<0.061	0.12 J	12	<2.4	14	40	669	322	93	102	510
N-Side-5-3	3	7/25/2019 11:35	<0.12	<0.12	1.7	7.6	47	506	28	536	1080	18,000	7,980	1,620	4,410	14,200
Sand-F-6	6	7/23/2019 15:20	<0.068	<0.068	0.046 J	0.17	1.0	97	<2.7	95	226	11,200	5,520	1,550	1,550	8,500
Sand-F2-6	6	7/23/2019 17:20	<0.058	<0.058	<0.058	<0.058	0.054 J	4.3	<2.3	2.7	31	4,130	1,980	741	551	3,230
Stockpile	Stockpile	7/23/2019 16:30	<0.062	<0.062	0.035 J	0.036 J	1.6	28	<2.5	32	74	2,320	1,040	261	414	1,700
W-Side-1-3	3	7/23/2019 17:15	<0.066	<0.066	<0.066	<0.066	<0.13	<2.6	<2.6	1.5 J	3.3	26	NA	NA	NA	NA
W-Side-8-3	3	7/25/2019 11:25	<0.13	<0.13	1.5	3.2	25	382	26	478	900	6,000	3,020	405	1,100	4,540
E-Side-3-3	3	7/23/2019 17:35	<0.062	<0.062	<0.062	<0.062	<0.12	<2.5	<2.5	<2.5	<2.5	25	NA	NA	NA	NA
S-Side-4-3	3	7/23/2019 17:40	<0.060	<0.060	<0.060	<0.060	<0.12	<2.4	<2.4	<2.4	<2.4	<12	NA	NA	NA	NA
S-Side-7-3	3	7/25/2019 11:30	<0.062	<0.062	<0.062	<0.062	<0.12	<2.5	<2.5	<2.5	<2.5	23	NA	NA	NA	NA

**Notes:**  
 RBSL indicates Risked Based Screening Level, DEQ, May 2018  
 -- indicates RBSL not available for indicated constituent  
 J indicates an estimated value, the analyte was present but less than the reporting limit  
 NA indicated not analyzed  
**Bold** indicates the analyte was detected  
 indicates the result exceeds an RBSL/EPH Screen  
 < indicates analyte not detected at indicated reporting limit.  
 \* Not an RBSL. EPH Screen values over 200 mg/kg were further fractionated.

TPH indicates Total Petroleum Hydrocarbons  
 TEH indicates total Extractable Hydrocarbons

## **Attachment A. Project Cost Estimate**



Project Cost Estimate  
20-Apr-20

Town Pump #2  
635 North Montana Street  
Facility ID 01-08696, Release 5350,  
Work Plan 33994

TASK DESCRIPTION	PRICE	UNITS	QTY	PRICE
<b>TASK 1. Project Management</b>				
Project Engineer	\$135.00	HOUR	15	\$2,025.00
<b>TASK 1 SUBTOTAL:</b>				<b>\$2,025.00</b>
<b>TASK 2. Work Plan Preparation (RI WP)</b>				
Project Engineer	\$135.00	HOUR	3	\$405.00
Staff Engineer/Hydrogeologist	\$108.00	HOUR	10	\$1,080.00
GIS Specialist	\$97.00	HOUR	2	\$194.00
<b>TASK 2 SUBTOTAL:</b>				<b>\$1,679.00</b>
<b>TASK 3. Mob/Demob</b>				
Staff Engineer/Hydrogeologist	\$108.00	HOUR	6	\$648.00
Land Surveyor	\$90.00	HOUR	4	\$360.00
Mileage	\$0.585	MILE	700	\$409.50
<b>TASK 3 SUBTOTAL:</b>				<b>\$1,417.50</b>
<b>TASK 4. Drilling (Estimated 15 Direct-Push Soil Borings)</b>				
Enviroprobe Svcs. (See attached bid)	\$9,730.00	LS	1	\$9,730.00
<b>TASK 4 SUBTOTAL:</b>				<b>\$9,730.00</b>
<b>TASK 5. Private Utility Locates</b>				
Pathfinder Daylighting	\$800.00	LS	1	\$800.00
Subcontractor Markup	\$80.00	LS	1	\$80.00
<b>TASK 5 SUBTOTAL:</b>				<b>\$880.00</b>
<b>TASK 6. Utility Hydrovacung</b>				
Badger Daylighting	\$6,815.00	LS	1	\$6,815.00
Subcontractor Markup	\$681.50	LS	1	\$681.50
<b>TASK 6 SUBTOTAL:</b>				<b>\$7,496.50</b>

**TASK 7. Field Work (Site Recon/Utility Locates, Drilling, Oversight, Receptor Survey, and Sample Collection)**

Staff Engineer	\$108.00	HOUR	29	\$3,132.00
PID	\$15.00	HOUR	10	\$150.00
Oil/water interface Probe	\$10.00	HOUR	10	\$100.00
Soil Sample Consumables	\$5.00	EACH	30	\$150.00
<b>TASK 7 SUBTOTAL:</b>				<b>\$3,532.00</b>

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**TASK 8. Surveying**

Land Surveyor	\$90.00	HOUR	10	\$900.00
GNSS Survey Equipment	\$125.00	HOUR	10	\$1,250.00
Standard Survey Equipment	\$10.50	HOUR	10	\$105.00
<b>TASK 8 SUBTOTAL:</b>				<b>\$2,255.00</b>

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**TASK 9. Groundwater Monitoring (1 Well)**

Staff Engineer	\$108.00	HOUR	1	\$108.00
YSI Combo Meter w/ Flow Through Cell	\$10.00	HOUR	5	\$50.00
Peristaltic Pump	\$5.00	HOUR	5	\$25.00
Oil/water interface Probe	\$10.00	HOUR	1	\$10.00
Tubing - Polyethylene	\$0.75	FOOT	25	\$18.75
<b>TASK 9 SUBTOTAL:</b>				<b>\$211.75</b>

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**Task 10. Laboratory Analysis \***

VPH (Soil)	\$120.00	SAMPLE	30	\$3,600.00
EPH Screen (Soil)	\$75.00	SAMPLE	30	\$2,250.00
EPH Fractions w/o PAHs (Soil)	\$150.00	SAMPLE	30	\$4,500.00
1,2-DCA (Soil)	\$75.00	SAMPLE	30	\$2,250.00
EDB (Soil)	\$75.00	SAMPLE	30	\$2,250.00
VPH (Water)	\$120.00	SAMPLE	1	\$120.00
EPH Screen (Water)	\$75.00	SAMPLE	1	\$75.00
EPH Fractions w/o PAHs (Water)	\$150.00	SAMPLE	1	\$150.00
1,2-DCA (Water)	\$75.00	SAMPLE	1	\$75.00
EDB (Water)	\$75.00	SAMPLE	1	\$75.00
PTRCB Sampling Fee	\$10.00	SAMPLE	31	\$310.00
<b>TASK 10 SUBTOTAL:</b>				<b>\$15,655.00</b>

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**Task 11. Project Reporting (Report RIR-01)**

Project Engineer/Hydrogeologist	\$105.00	HOUR	6	\$630.00
Staff Engineer	\$90.00	HOUR	12	\$1,080.00
GIS Specialist	\$80.00	HOUR	6	\$480.00
<b>TASK 11 SUBTOTAL:</b>				<b>\$2,190.00</b>

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**TOTAL COST :** **\$47,071.75**

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**Notes:**

\* Invoiced lab costs will reflect actual number of samples necessary to delineate soil and groundwater impacts at the Facility.

## **Attachment B. Pathfinder Daylighting Bid**

## Tim Driscoll

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**From:** Cory Lean <pathfinderlocating@yahoo.com>  
**Sent:** Wednesday, February 12, 2020 11:45 AM  
**To:** Tim Driscoll  
**Subject:** Re: Town Pump Dillon Loacte

Hello Tim,

Thanks for the e-mail. As we discussed it may take around 8 hours (\$800.00) including mobilization from Butte to complete the utility locates on the Town Pump project.

Thank you,

Cory Lean  
PFL  
406-490-7334

On Wednesday, February 12, 2020, 09:40:59 AM MST, Tim Driscoll <tdriscoll@waterenvtech.com> wrote:

Hi Corry,

Attached is the map of the gas station we will be doing some borings at. Can you send me a bid for locating the utilities on site? I will do some digging and see if I can get you more info on the sewer and water connections to the building.

Thanks,

Tim Driscoll



### Tim Driscoll, M.S.

Staff Hydrogeologist

P: (406) 299-9854

C: (406) 498-1568

[tdriscoll@waterenvtech.com](mailto:tdriscoll@waterenvtech.com)



## **Attachment C. Hydrovac Bids**

# Badger Hydrovac Service Rates

United States

Prepared By: Mark Gunderson

Dated: 2/14/2020





Badger Daylighting Corp.  
 1633 Main Street Billings, Mt. 59105  
**406-672-4760**  
 "An equal opportunity employer"

<b>QUOTE</b>	
<b>DATE:</b>	2/14/2020
<b>REFERENCE #:</b>	2142020-WET
<b>PREPARED BY:</b>	MJG
<b>APPROVED BY:</b>	MJG

Customer Information			
<b>Company:</b>	Water and Environmental	<b>Phone (o):</b>	406-565-6567
<b>Phone (m):</b>	406-782-5220		
<b>Contact:</b>	Bill Henne		
<b>E-mail:</b>	<a href="mailto:bhenne@waterenvtech.com">bhenne@waterenvtech.com</a>		
<b>Office Address:</b>	480 East Park Street Butte, MT. 59701		
<b>Billing Address:</b>	(if different than above)	<b>Account #</b>	

Scope of Work	
<p>• This proposal includes the scope of work including sawcutting, removing asphalt and concrete, Hydro excavating 10 holes x 5' deep. All disposition material to be disposed of on site into 55 gallon drums and removed by others.</p>	

<b>Union Rates</b>	Rates apply to all work, except work governed by the UCA, TSW, EPSCA, ICI, Distribution Pipeline, Pipeline Maintenance, or Mainline Pipeline agreements.
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Description	Price	UM	Qty	Amount
Hydrovac - Regular Time (1 Operator)	\$ 245.00	/hour	12	\$ 2,940.00
Tank Wash/Water	\$ 65.00	/load	1	\$ 65.00
Service Vehicle	\$ 150.00	/day	1	\$ 150.00
Third Party Service	\$700.00	/each	1	\$ 700.00
Additional Labor - Regular Time	\$40.00	/hour	12	\$ 320.00
Subsistence	\$ 150.00	/per man	2	\$ 300.00
Mobilization	\$200.00	/hour	10	\$2,000
Fluctuating Fuel Recovery Fee (FFR Fee)	\$ 0.05			

*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: \$ 6,475.00  
 FFR Fee: \$ 340.00  
 HST:  
**TOTAL: \$ 6,815.00**

Company: Bill Henne

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. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
7. Zero (0) % retainage is withheld.
8. Taxes – tax will be added to quote pricing as required by State/Local governments.
9. 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.
12. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
13. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
14. 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.
15. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wage .
16. Additional insurance requirements over what Badger already has in place.

**Client Representative**

Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

*I am authorized to bind the Company*

**Badger Representative**

Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



## 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. "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.

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.

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) Unless Buyer expressly advises otherwise, Buyer represents and warrants that the soil and groundwater in the area of the Hydrovac excavation operations is not contaminated with any non-naturally occurring substance, and Buyer hereby indemnifies and holds Badger Daylighting Corp, and its directors, officers, employees, agents, and contractors harmless from all losses, costs, expenses and penalties which it or they directly or indirectly suffer or incur in the event the soil and or groundwater is contaminated with any substance other than naturally occurring substances.

*Continued...*



## BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

### 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 REMEDY OF ITS 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. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

*Continued...*



## BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

### 16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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



**Project Estimate**

<b>Customer</b>	Water & Environmental Technologies	<b>Date</b>	2/14/2020
<b>Project</b>	Town Pump #2- Dillon, MT	<b>Quoted By</b>	Jerry Barton

**Personnel**

Item	QTY	UOM	QTY	Rate	Total

**Equipment**

Item	QTY	UOM	QTY	Rate	Total
Hydrovac & Saw Cut Operated with Tech	1	HR	30	\$ 235.00	\$ 7,050.00
Support Pickup	1	DAY	2	\$ 150.00	\$ 300.00

**Materials/Other**

Item	QTY	UOM	QTY	Rate	Total
PPE Level C	2	EA	2	\$ 75.00	\$ 300.00
Per-Diem	2	EA	2	\$ 150.00	\$ 600.00
Water Buffalo	1	EA	1	\$ 300.00	\$ 300.00

**Mob/Demob**

	Total
Mobilization	\$ 900.00
Demobilization	\$ 900.00

<b>TOTALS</b>	<b>Personnel Total</b>	\$ -
	<b>Equipment Total</b>	\$ 7,350.00
	<b>Materials Total</b>	\$ 1,200.00
	<b>Mob/Demob Total</b>	\$ 1,800.00
	<b>EES</b>	0.00%
	<b>Estimated Project Total</b>	<b>\$ 10,350.00</b>



# MP Environmental Services, Inc.

## Since 1944

### Estimate Terms

- \* This is a budgetary estimate only.
- \* Estimate is valid for sixty (60) days from date above.
- \* Work performed Monday-Friday. Additional costs for weekends/holidays.
- \* All work completed out of original work scope will be billed to customer at time and material rate.
- \* Change order rates will be provided upon customer request.
- \* Estimates are based on our best information and actual time may vary.
- \* Equipment decontamination will be charged on a time and material basis.
- \* This estimate is based on the availability to dump and have water access on location.

### Estimate Notes

By Signing below, you are giving MP Environmental Services, Inc. authorization to proceed with the listed project.

<b>Print</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

MP Environmental would like to thank you for the opportunity to assist your company with our services and looks forward to providing you with the highest quality of service and safety!

MP Environmental Services, Inc.  
 3748 Green Acres Dr. Billings, MT 59101  
 Office (406) 652-5497 Fax (406) 656-2509

CLIENT: WET	Client Ph. #: 406-565-6567	PSC JOB #:
LOCATION:		Customer PO #: <a href="mailto:bhenne@waterenvtech.com">bhenne@waterenvtech.com</a>
CITY: Dillon	STATE: MT	Zip Code:
		PROJECT MGR.: Bill Henne

START	END	DESCRIPTION OF WORK PERFORMED
		Cut and Hydroex 10 6 ft deep hones, Town Pum #2, Dillon, MT

EMPLOYEE NAME:	PERDIEM		PAYROLL			CRAFT	QUANTITY BILLABLE	ST RATE	OT RATE	DT RATE	AMOUNT			
	CK	CH	ST	OT	DT									
<b>LABOR</b>														
Operator			50.0				HOUR	\$ 38.00	\$ -	\$ -	\$ 1,900.00			
Technician			50.0				HOUR	\$ 32.00		\$ -	\$ 1,600.00			
							HOUR			\$ -	\$ -			
							HOUR			\$ -	\$ -			
							HOUR			\$ -	\$ -			
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							HOUR			\$ -	\$ -			
							HOUR			\$ -	\$ -			
<b>PSC DAILY MANHOURS</b>							100.0	HOUR				<b>LABOR TOTAL:</b>	\$ 3,500.00	
<b>PER DIEM PER MAN PER DAY:</b>							8.0	EACH	\$ 125.00				<b>PER DIEM TOTAL:</b>	\$ 1,000.00

EQUIPMENT/MATERIALS/SUPPLIES	UNIT #	QUANTITY		RATE	AMOUNT
Mud Dog (Hydroexcavation Unit)		50.0	HOUR	\$ 115.00	\$ 5,750.00
Gear truck		50.0	HOUR	\$ 6.50	\$ 325.00
Fuel Surcharge on Motorized Equipment 15%		1.0	EACH	\$ 911.25	\$ 911.25
Water (Estimate)		1.0	EACH	\$ 50.00	\$ 50.00
Per Diem W/O Lodging (Demobe)		2.0	EACH	\$ 35.00	\$ 70.00
			FT		\$ -
			EACH		\$ -
Estimate 4 Hr per hole, mobilization and demobilization			HOUR		\$ -
			HOUR		\$ -
Put xcavation material in drums. Drums to be supplied by others			EACH		\$ -
			EACH		\$ -
			EACH		\$ -
			HOUR		\$ -
			EACH		\$ -
			SHIFT		\$ -
			HOUR		\$ -
			EACH		\$ -
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			EACH		\$ -
				<b>EQUIPMENT/MATERIALS/SUPPLIES TOTAL:</b>	\$ 7,106.25
					\$ -

**Terms & Conditions** **TOTAL ESTIMATE \$ 11,606.25**

**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: \_\_\_\_\_

## **Attachment D. Enviroprobe Services Bid**



**Enviro Probe Services  
Geoprobe 6600 Services**



**Date:** 20-Apr-20  
**Company:** WET  
**Contact:** Bill Henne

**Project Description:** Dillon; 10 -20' soil borings, 6 converted to 2" auger wells.

**Note:** Enviroprobe Services is not responsible for transport or disposal of any IDW.  
**Note:** Gravel and/or cobbles may cause drilling refusal.

<u>Geoprobe services</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
- Project Coordination/Manager	\$100.00	Hour	1	\$100.00
<b><u>Well Drilling/Installation</u></b>				
- 2-inch Well Installation	\$35.00	Foot	120	\$4,200.00
- Dual Tube Drilling	\$10.00	Foot	200	\$2,000.00
- 8-inch Well Cover & Completion	\$150.00	Well	6	\$900.00
<b><u>Misc. Costs</u></b>				
- Standby (As Approved)	\$100.00	Hour	0	\$0.00
- Decontamination/Cleanup	\$85.00	Hour	3	\$255.00
- Prep / Load Supplies/Equipment	\$85.00	Hour	4	\$340.00
- Containment Drums	\$95.00	Each	6	\$570.00
- Support Truck	\$100.00	Day	2	\$200.00
<b><u>Travel &amp; Mileage</u></b>				
- Per Diem (2-man crew)	\$300.00	Day	2	\$600.00
- (Lodging Actual; Meals \$30)				
- Probe Mileage	\$2.50	Mile	130	\$325.00
- Support Truck	\$0.80	Mile	300	\$240.00
			<b>Subtotal</b>	<b>\$9,730.00</b>

**Estimated Project Cost** **\$9,730.00**



Client will be responsible for all permits, access permission, utility locates, and traffic control, if necessary.  
 Enviro Probe Services' assumes no responsibility for any waste generated during the sampling process.  
 Estimated project length is 2.5 days including travel.  
 Motel invoiced at cost.  
 Estimate Valid for 90 Days

**Enviro Probe Services**  
**480 East Park Street**  
**Butte, MT 59701**  
**406-782-5220**