



Olympus Technical Services, Inc.

March 14, 2024

Jay Shearer
Montana Department of Environmental Quality
Petroleum Tank Cleanup Section
P.O. Box 200901
Helena, MT 59620-0901

Re: Remedial Investigation Work Plan Required for the Petroleum Release at the
at the Quick Stop (Former Town Pump #2), 942 Broadwater Avenue,
Billings, Yellowstone County, Montana
Facility ID No. 56-08671 (TID 30281), Release No. 2007
DEQ Work Plan ID No. 34834
Olympus Work Order No. A4004

Dear Mr. Shearer:

Olympus Technical Services, Inc. (Olympus), on behalf of Town Pump, Inc., is submitting this Remedial Investigation Work Plan for the above-referenced Facility (Site). The Montana Department of Environmental Quality (DEQ) Petroleum Cleanup Section requested a Remedial Investigation Work Plan in correspondence dated February 26, 2024. The purpose of the work is to investigate petroleum-contaminated media at the Site. This will be achieved by advancing soil borings, installing a groundwater monitoring well and soil gas sampling points within selected borings, and preparing and submitting a two Remedial Investigation Reports, Interim Data Submittals (IDS), and updated Release Closure Plans (RCP) detailing the results of the investigation and path for closure of the release.

Site Description

This Facility is an active gas station and convenience store located in a combined commercial and residential area in Billings, Montana, shown on Figures 1 (Topographic Map) and 2 (Aerial Photograph). The property occupies approximately 0.321 acres and is located within Section 11, Township 15N, and Range 18E, Yellowstone County, and is approximately located at latitude 45.776824° and longitude -108.540609°. The Site is bounded by Broadwater Avenue to the north, commercial retail buildings to the east, a parking lot followed by residences to the south, and 10th Street SW followed by commercial properties.

Previous Site Investigations

A petroleum hydrocarbon release (No. 2007) was confirmed during the closure of three gasoline underground storage tanks (USTs), on December 7, 1993. Approximately 450 cubic yards of impacted soil was removed from the tank basin after the tank removals and before new tanks were installed in the same basin. Soil vapor extraction (SVE) slotted polyvinyl chloride (PVC) pipe was also installed at the base of the tank basin before the new tanks were installed. A remedial investigation was initiated in 1994 and fourteen groundwater monitoring wells (M1 to M14) were installed from June 1994 to July 2009. Groundwater monitoring has been generally conducted on a semi-annual basis from December 1998 through November 2020. Groundwater monitoring was not conducted in December 2001, June 2003, June 2004, December 2005, December 2008, and from December 2011 to August 2013 pending DEQ approval of a monitoring work plan. Groundwater monitoring was not conducted in 2015 as intended since the

H₂O₂ remedial system was not operational until January 2016.

Operation of an SVE remedial system began in 1994. SVE remedial system operation and monitoring was generally conducted monthly, while the remedial system was active. Monthly SVE monitoring was suspended from November 2001 to April 2002, from May 2003 to August 2003, from July to August 2004, from August 2005 to July 2006, and from September 2008 to March 2009, pending DEQ approval of monitoring work plans. The SVE system was shut down in December 1999, April 2001, and September 2008 to facilitate UST cathodic protection tests. The blower failed in March 2009 during an attempt to re-start the SVE system after being shut down since September 2008. The SVE blower was replaced in July 2009 and operated until February 2011 when it was shut down following a lack of detection of organic vapors in the system since May 2010. The SVE system was restarted in July and December 2011 to monitor organic vapors in the system exhaust with a photoionization detector (PID). An attempt to restart the remedial system in February 2012 was unsuccessful. Since organic vapors were not detected with the PID during system restart attempts, the SVE system was left shut down and has not operated since February 2011. An estimated 9,350 pounds (876 gallons) of total hydrocarbons were removed by the SVE system throughout its operation. The SVE system was removed in late 2015 during the installation of the H₂O₂ injection system.

Non-aqueous phase liquid (NAPL) recovery, via bailing and pumping, was conducted at wells M2, M5, and M7 from August 2002 to August 2010. Approximately 123 gallons of NAPL were recovered from the monitoring wells with most of the NAPL obtained from well M7.

Town Pump sold the property and retained responsibility for Release 2007. The property is currently occupied by a Quick Stop convenience store and gas station.

In 2015, an in situ enhanced aerobic biodegradation system was installed to augment depressed dissolved oxygen concentrations by injecting H₂O₂ directly into the aquifer in the vicinity of the source area. The system began operating in January 2016 and it operated until August 24, 2020, when the system was damaged and has not been in operation since. A new work plan was requested as a result to assess current site conditions and evaluate a cost-effective path forward to release closure.

Scope of Work

The scope of work consists of the following primary tasks:

Task 1 – Work Plan

This WP fulfills DEQ's request for a Remedial Investigation Work Plan.

Task 2 – Project Management

Project management will include coordination with DEQ, Town Pump, and Petroleum Tank Release Compensation Board (PTRCB) personnel, preparation of the Site Health and Safety Plan, project planning, utility locate notifications, scheduling, coordination with subcontractors, oversight of project details, equipment, and personnel, setup of project files, reviewing historical reports, maps and data for the Facility, and other various tasks related to project management. The costs for project management are included in Task 2 of the cost estimate.

Task 3 – Encroachment Permit

Olympus will prepare and submit an encroachment permit to the Montana Department of Transportation for the reinstallation of MW-8 and soil vapor points (SVPs) to be located within right of way areas. The costs to prepare and submit the encroachment permit are included in Task 3 of the cost estimate.

Task 4 – Mobilization

Task 4 in the cost estimate details mobilization costs out of our Billings, Montana office for:

- Two trips for a Technician III to inspect the monitoring well network and redevelop each well,
- One Staff Geologist to provide oversight during reinstallation of monitoring well MW-8,
- One trip for a Technician II and Technician III (Senior) for drilling and well installation,
- Two mobilizations for a Staff Geologist, Technician II, and Technician III for installation of SVPs,
- Four mobilizations for a Technician III to complete groundwater monitoring during each sampling event (4 events); and,
- Two mobilizations for a Staff Geologist to collect soil gas samples from the installed vapor points during each sampling event (2 events).

The drill rig and associated materials and equipment will be mobilized to the Site by Olympus personnel.

Task 5 – Fieldwork

Task 5 in the cost estimate presents the cost for Staff Geologist oversight of field activities, including private utility locates, soil boring and monitoring well installation, SVP installation and collection during the remedial investigation. Task 5 also includes time for a Technician III to perform a site visit to inspect the monitoring well network and redevelop each well.

The proposed boring and monitoring well location, as well as boring and soil gas sample locations, are shown on Figure 3. During the advancement of the soil boring for well installation, samples will be continuously collected in five-foot intervals and logged by a staff geologist. A lithologic boring log for the soil boring and monitoring well will be prepared using the Unified Soil Classification System. Soil will be field screened using visual observations and by using a RAE Systems MiniRae™ Lite photoionization detector (PID) for screening soils for volatile organic chemicals (VOCs), utilizing a headspace method. The PID will be calibrated daily using fresh air and span gas calibration points. The span gas will consist of isobutylene at a concentration of 100 parts per million (ppm).

A Technician III will mobilize to the site to inspect the groundwater monitoring network and redevelop each site well. Each well will be developed following a pumping and surging method before sampling according to Olympus' Standard Operating Procedures (SOPs) and DEQ guidance. Purge water will be disposed of according to *Disposal of Untreated Purge Water from Monitoring Wells* (DEQ, 2015). Disposal costs are not included in this estimate since it is unknown whether purge water will be discharged to the surface or require disposal. The wells will not be sampled for at least one week following development.

Subsequent to SVP installation, a Staff Geologist will mobilize to the Site to collect up to 8 soil vapor samples from the SVPs. 1-liter batch certified clean Summa canisters will be equipped with 5-minute regulators. Soil vapor samples will be collected by attaching the Summa to the Teflon lined tubing via Swagelok fittings with a pre-installed T-fitting so that the sample line can first be purged. Soil gas samples will be collected during low groundwater in 2024 and during high groundwater 2025.

Task 6 – Soil Boring and Monitoring Well Installation/Development

Task 6 includes labor, materials, and equipment costs associated with advancing soil borings for collecting soil samples and reinstalling monitoring well MW-8. The cost is provided on a per-foot basis for drilling and well installation. One boring will be advanced to 20 feet bgs using Olympus' direct push Geoprobe® 7822DT drill rig to complete this task.

A two-inch diameter monitoring well will be installed by a licensed Montana Monitoring Well Constructor (MWC). The well will be constructed with 10 feet of flush-threaded Schedule 40 polyvinyl chloride (PVC) casing and 10 feet of pre-packed screens, including screen points and locking plugs. Wells will be backfilled with 10/20 silica sand to approximately 1-foot above the screened interval, bentonite pellets to approximately 2 feet bgs, and concrete to the surface. The well will be completed with a flush mount well monument encased in a concrete collar, the well lid will be labeled, and the top of casing will be marked with the approximate north direction. The ground surface will be completed to match existing conditions.

Task 7 – Miscellaneous (Soil Vapor Point Installation)

Task 7 includes labor, materials, and equipment costs associated with installation of up to 8 SVPs to evaluate the potential for PVI into adjacent buildings. The number and location of the SVPs will be chosen based on the results of the first groundwater sampling event although their approximate locations are shown on Figure 3. The cost is provided on a per-foot basis. SVPs will be advanced to depths of approximately 8- to 15-feet bgs using Olympus' direct push Geoprobe® 7822DT drill rig. SVPs will be connected to Teflon lined tubing to the surface and permanently installed used a flush-mounted well monument. The annular space will be filled with silica sand from the bottom of the borehole to 2 feet above the SVP and bentonite will be placed to the surface. The surface will be completed with a flushmount encased in a concrete collar to allow for semi-permanent installation and future sampling events. It is estimated that SVP installation will take approximately two days to complete.

Task 8 – Survey (Well)

The top of the casing and well monument surfaces for the new Site well will be surveyed for location, in Montana State Plane, and elevation, in feet above mean sea level, by a registered Montana Professional Land Surveyor (PLS). Task 8 in the cost estimate includes the costs for the subcontracted surveyor, Sanderson Stewart, and applicable subcontracted services fees.

Task 9 – Survey (Private Locate)

Prior to drilling activities, on-site utilities will be located and marked. Montana One Call will be notified a minimum of 72 hours before beginning drilling. A private utility locator will be subcontracted to locate private utilities. Utility location markings will be maintained throughout

the project. Task 9 in the attached cost estimate details costs for subcontracted private utility locates, and applicable subcontracted services fees.

Task 10 – Monitoring (Groundwater)

Groundwater monitoring will be conducted semi-annually for two years. During the first event all 14 Site wells will be sampled. Based on results of the first sampling event and discussion with DEQ, some Site wells may be removed from the sampling plan for the remaining three events. Monitoring will include:

- Measurement of groundwater static water levels (SWLs) in all Site monitoring wells during each groundwater monitoring event using an electronic water level probe.
- Collection of groundwater samples, including a field duplicate, using low-flow methods in general accordance with DEQ's *Groundwater Sampling Guidance*. Groundwater samples will be collected with a peristaltic pump. Field measurements of groundwater quality parameters, including pH, oxidation-reduction potential, specific conductivity, dissolved oxygen, and turbidity, will be recorded during groundwater sample collection. Depth to groundwater measurements will be recorded during the low-flow pumping and sampling procedure.
- All groundwater samples will be submitted for laboratory analysis of VPH, EPH screen, and IBIs (1st event only). The cost estimate assumes up to 50% of samples may require further fractionation of EPH compounds.

Task 10 in the cost estimate includes the costs for project setup, mobilization, and well sampling on a unit cost basis. It is anticipated that the wells will not be completed in a low-yield aquifer. A groundwater monitoring worksheet is attached to this work plan.

Task 11 – Laboratory Analysis w/ Fee (Soil Sampling)

Up to three soil samples will be collected from the boring, including one at the depth of maximum field-observed contamination, one at the soil/groundwater interface, and/or the bottom of the boring. Should no impacts be identified, one sample will be collected from the groundwater interface. All soil samples will be collected in laboratory-supplied containers and immediately placed on ice and in coolers. The samples will be transported via chain-of-custody procedure and submitted for analysis of volatile petroleum hydrocarbons (VPH) and extractable petroleum hydrocarbon (EPH) screen. The cost estimate assumes up to 50% of collected samples may require further fractionation of EPH compounds. Samples will be submitted to Energy Laboratories, Inc. in Billings, Montana (Energy). One duplicate will also be collected and analyzed for VPH only.

Task 12 – Laboratory Analysis w/ Fee (Groundwater Monitoring)

Task 12 in the cost estimate presents the laboratory analytical costs for the four groundwater monitoring events. Groundwater samples will be analyzed for VPH and EPH screen. The cost estimate assumes up to 50% of collected samples may require further fractionation of EPH compounds. IBIs will be analyzed only during the first event. Samples will be submitted to Energy Laboratories, Inc. in Billings, Montana (Energy). One duplicate will be collected during each event and analyzed for VPH only.

Task 13 – Laboratory Analysis w/ Fee (Soil Vapor Sampling)

Task 13 in the cost estimate presents the laboratory analytical costs for the two soil vapor sampling events. Eight soil vapor samples and a field duplicate will be collected during each event and analyzed for VOCs via TO-15 and APH. Samples will be submitted to Pace Laboratories.

Task 14 – Reporting

This task includes data validation, two interim data submittals, updating the release closure plan (RCP) for each RIR, and preparation of two RI Reports. An IDS will be prepared and submitted after well redevelopment, well installation, SVP installation, groundwater monitoring, and soil vapor sample collection. A RIR will be prepared during the winter of 2024 documenting the above-mentioned work and will also include the low groundwater sampling event as well as the second round of soil vapor sample collection. A second IDS will be prepared and submitted following groundwater sample collection during high groundwater in the summer of 2025, and a final RIR will be prepared winter of 2025 following low groundwater sample collection. The IDS will include a cover letter, figures, tables, boring logs, monitoring well logs, groundwater sampling forms, data validation summary forms and review, and laboratory analytical reports. The RCP will be updated twice and submitted with each RIR. Task 14 of the cost estimate includes unit cost prices for completing these reports.

Cost

The cost to complete the scope of work outlined above is estimated at \$86,723.05, detailed on the attached cost schedule. The cost estimate is based on the following assumptions:

- Existing Facility wells do not require replacement or repair;
- Olympus' direct-push drill rig will be used to advance soil borings for the well installation and SVP installation, and unit costs for drilling, well installation, and SVP installation are provided in the attached cost estimate;
- Site conditions are amenable to direct-push borings.
- A total of one soil boring for completion of monitoring well and up to 8 soil borings for SVP installation will be advanced;
- A Professional Land Surveyor will be subcontracted to provide surveyed locations and elevations for the new monitoring well on Site, and,
- Semi-annual groundwater sampling will be conducted for two years.

Please contact me if you have any questions regarding this plan.

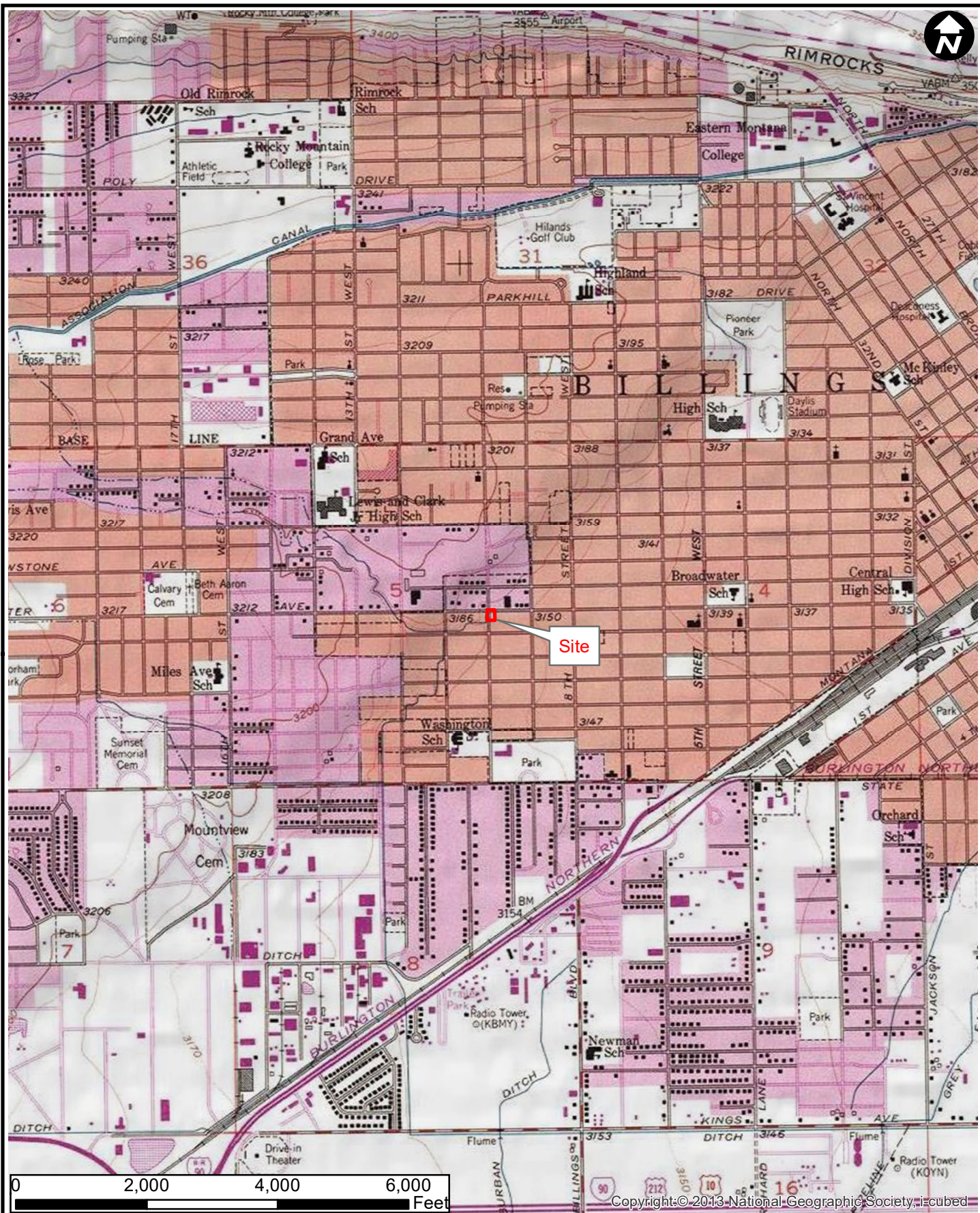
Sincerely,



Ethan J. Perro, PG
Project Geologist

Attachments: Figure 1: Location Map
Figure 2: Aerial Photograph
Figure 3: Site Map
Work Plan Cost Estimate
Groundwater Monitoring and Sampling Unit Cost Worksheet
Soil Boring/Monitoring Well Installation Unit Cost Worksheet
Subcontractor Estimates

cc: Paul Townsend, Town Pump, P.O. Box 6000, Butte, MT 59702



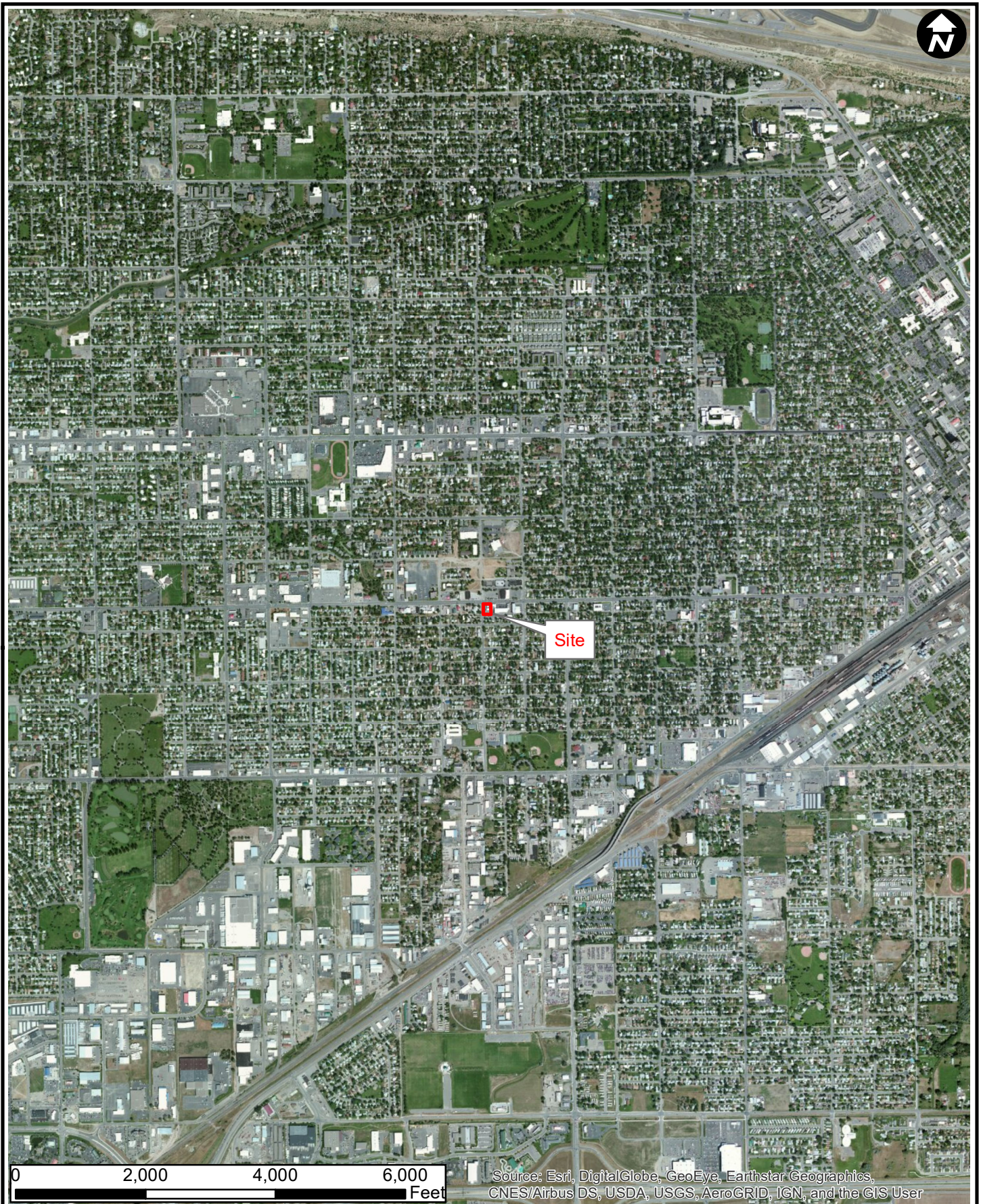
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Olympus Technical Services, Inc.

Topographic Map

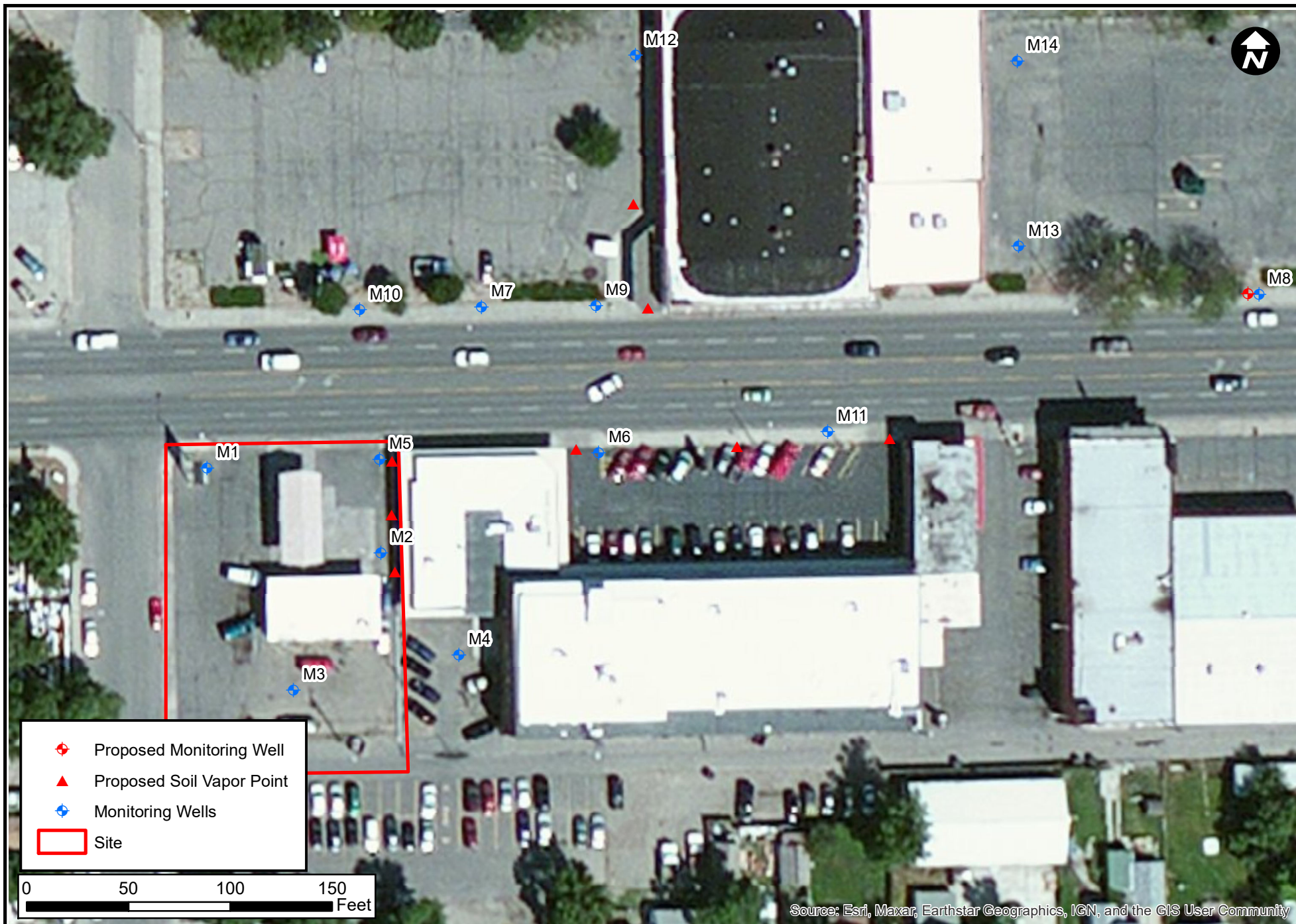
FIGURE
1



Olympus Technical Services, Inc.

Aerial Photograph

**FIGURE
2**



Olympus Technical Services, Inc.

Site Map

FIGURE
3

From: [RANDALL KEHL](#)
To: [Ethan Perro](#)
Subject: EXTERNALRe: Town Pump #2 Estimate
Date: Wednesday, March 6, 2024 3:15:05 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Ethan

We'd be at \$850 to survey that well casing and give you the data requested in a spreadsheet.

That price includes tying the elevation of the top of the well to a local Benchmark for accuracy

let me know if you need anything else

Thanks , Randy Kehl

EP

From: Ethan Perro <eperro@olytech.com>
Sent: Wednesday, March 6, 2024 12:56 PM
To: surveys@kehlsurvey.com <surveys@kehlsurvey.com>
Subject: Town Pump #2 Estimate

Hello

I have a project located at 942 Broadwater Avenue, Billings, MT that I need one well surveyed at top of casing for location, in Montana State Plane, and elevation, in feet above mean sea level. Could you please provide a bid for this work.

Thank you,

Ethan J. Perro, P.G.

PROJECT GEOLOGIST



Olympus Technical Services, Inc.

BILLINGS · BOISE · HELENA

Office: 406-430-1784 | **Cell:** 908-433-5897

24-Hour Emergency: 406-245-3554

6809 King Ave. W., Unit F

Billings, MT 59106-2602

OLYTECH.COM



March 6, 2024

Mr. Ethan Perro, P.G.
Olympus Technical Services
6809 King Avenue W., Unit F
Billings, MT 59106

Reference: Agreement for Professional Surveying Services
Ground Monitor Well Survey – 942 Broadwater Avenue, Billings Montana

Dear Ethan:

The following is a proposal for Sanderson Stewart to provide certain services in connection with your project. If this proposal is acceptable to you, please execute this agreement where noted. This agreement, along with the attached Terms and Conditions sets forth the terms of the contract between Olympus Technical Services (hereinafter “Client”) and Sanderson Stewart. The attached Terms and Conditions are expressly incorporated into and made part of the contract between Client and Sanderson Stewart.

Scope of Work

Sanderson Stewart will provide the following services as part of its basic services:

Locate and survey the monitor well at 942 Broadwater Avenue, Billings, Montana:

- **Establish survey control using Montana State Plane Coordinates NAD 83 (2011)**
- **Locate well and survey the top of the casing**
- **Download and export survey data**
- **Provide a coordinate list of the point in PNEZD format, Montana State Plane 2500 with NAVD 88 elevations (MSL).**

Services not set forth above as basic services are specifically excluded from the scope of Sanderson Stewart’s services. Sanderson Stewart assumes no responsibility to perform any services not specifically listed as basic services.

Initials

Additional services are not included in the basic services. If the Client and Sanderson Stewart agree in writing via an amendment to this agreement, Sanderson Stewart will provide additional services as requested by the Client.

Notwithstanding the foregoing, Sanderson Stewart shall have the right, but not the obligation, to provide, without advance authorization from the Client, other services made necessary by the default of the contractor or Client, or by deficiencies, delays, or defects in the work provided by the contractor. Sanderson Stewart shall provide written notice of the provision of such services as soon as reasonably possible.

Project Schedule and Fees

Sanderson Stewart will begin work once this agreement has been executed by both parties and Client has paid the project fee in the amount of **\$600.00**.

It is understood that this project is scheduled to begin sometime in the Fall of 2023. Weather permitting, it is estimated that the work will be completed within ten working days from the time of the Notice to Proceed. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character, or size of the project requested by the Client, or for delays or other causes beyond Sanderson Stewart's reasonable control.

The Client and Sanderson Stewart are aware that many factors outside Sanderson Stewart's control may affect Sanderson Stewart's ability to complete the services to be provided under this agreement. Sanderson Stewart will perform these services with reasonable diligence and expediency consistent with sound professional practices.

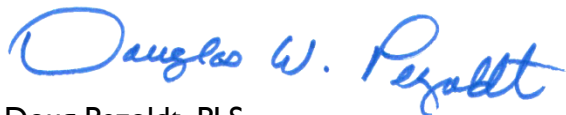
Entire Agreement: This agreement, including the attached Terms and Conditions incorporated into and made part of this contract, constitutes the entire agreement between Sanderson Stewart and Client. It supersedes all prior communications, understandings and agreements, whether oral or written. It shall become effective after being signed and dated by both parties; and, upon each page being initialed by Sanderson Stewart. Any amendment or modification to this contract must be written and executed by both Sanderson Stewart and Client.

Mr. Ethan Perro
March 6, 2024
Page 3

Conclusion

Ethan, we look forward to working with you on this project. Feel free to call me at 406/656-5255 if you have any questions regarding this proposal. Otherwise, if it meets your approval, simply mail or email this signed and dated agreement to our office at 1300 North Transtech Way, Billings, MT 59102 or dpezoldt@sandersonstewart.com. Also, please mail the project fee to our office address. Thank you.

Sincerely,



Doug Pezoldt, PLS
Associate | Survey Department Manager

I hereby authorize SANDERSON STEWART to proceed as described above and, by my signature, acknowledge and agree to the Terms and Conditions attached to and made part of this contract. Moreover, an electronic or faxed copy of my signature shall be as effective as any original:

By _____
Client Title Date

By _____
Sanderson Stewart Title Date

DWP

Enc.

O:2024_OTS_Broadwater_Monitor_Well_Survey_Prpsl_03062024

Initials

TERMS AND CONDITIONS

INTEREST, SUSPENSION, AND COLLECTION COSTS: Any invoice not paid within 30 days of date of invoice shall bear interest at 1.5 percent per month on the unpaid balance. If CLIENT fails to make payment within 45 days of the date of any invoice, SANDERSON STEWART shall have the right, but not the obligation, to suspend work and withhold deliverables until payment in full, including interest, is received. SANDERSON STEWART shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If SANDERSON STEWART resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for SANDERSON STEWART to resume performance.

If an invoice remains unpaid for more than 90 days, SANDERSON STEWART shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and SANDERSON STEWART incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to SANDERSON STEWART. Collection costs shall include, but are not limited to, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable staff costs for SANDERSON STEWART's staff for time spent in efforts to collect. This obligation of CLIENT to pay SANDERSON STEWART's collection costs shall survive the term of this Agreement or any termination by either party.

It is understood and agreed that SANDERSON STEWART's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the CLIENT and SANDERSON STEWART describing the services desired and providing a basis for compensation to SANDERSON STEWART.

TERMINATION OF SERVICES FOR NON-PAYMENT: If the CLIENT fails to make payment to SANDERSON STEWART in accordance with this Agreement, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by SANDERSON STEWART.

SET-OFFS, BACK CHARGES, AND DISCOUNTS: Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by SANDERSON STEWART. Payment to SANDERSON STEWART for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

INFORMATION PROVIDED BY CLIENT OR OTHERS: CLIENT agrees to provide to SANDERSON STEWART all available information necessary to perform duties as outlined in the attached scope of services. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. SANDERSON STEWART is entitled to rely on the accuracy and completeness of all such information provided.

CLIENT shall furnish right-of-way entry onto the project site for SANDERSON STEWART to perform necessary field measurements or studies.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by SANDERSON STEWART as instruments of service shall remain the property of SANDERSON STEWART. SANDERSON STEWART retains all common law, statutory and other reserved rights, including the copyright to all instruments of service. If any instruments of service must be filed with governmental agencies, SANDERSON STEWART will furnish copies to the CLIENT upon request. The CLIENT will not reuse or modify the instruments of service without SANDERSON STEWART's prior written authorization. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SANDERSON STEWART, its officers, directors, employees, and agents, from and against any and all damages, claims, liabilities, costs, or suits, including reasonable attorney's fees and defense costs, arising from, allegedly arising from, or in any way connected with, the unauthorized reuse or modification of any instrument of service by any person or entity other than SANDERSON STEWART.

ELECTRONIC FILES: SANDERSON STEWART may furnish drawings, reports, or data on electronic media generated and furnished by SANDERSON STEWART. The CLIENT understands and agrees that all such electronic files are instruments of service of SANDERSON STEWART, that SANDERSON STEWART shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any other purpose other than for the project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of SANDERSON STEWART. The CLIENT further agrees to waive all claims against SANDERSON STEWART resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than SANDERSON STEWART.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by SANDERSON STEWART and electronic files, the signed or sealed hard-copy construction documents shall govern.

Additionally, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SANDERSON STEWART, its officers, directors, employees, and agents, against all damages, liabilities, claims, or suits, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than SANDERSON STEWART, or from any reuse of the electronic files without the prior written consent of SANDERSON STEWART.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by SANDERSON STEWART; and SANDERSON STEWART makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. SANDERSON STEWART shall not be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of electronic files.

OPINIONS OF PROBABLE COST: CLIENT hereby acknowledges that SANDERSON STEWART cannot warrant that any opinions of probable cost provided by SANDERSON STEWART will not vary from actual costs incurred by the CLIENT. The CLIENT understands that SANDERSON STEWART has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. SANDERSON STEWART makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from SANDERSON STEWART's opinion of probable cost.

LIMIT OF LIABILITY: In recognition of the relative risks and benefits of the project to both the CLIENT and SANDERSON STEWART, the risks have been allocated such that the CLIENT agrees to limit the liability of SANDERSON STEWART to the CLIENT for any and all claims, cause or

combination of causes, including attorney's fees, costs, and expert witness fees so that the total aggregate liability of SANDERSON STEWART to CLIENT shall not exceed \$50,000.00 or SANDERSON STEWART's total fees for services on this project, whichever is greater. It is intended that this limitation apply to any and all claims, liability or causes of action, however alleged or arising.

CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, SANDERSON STEWART shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall SANDERSON STEWART be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with the applicable laws, ordinances, rules, or regulations. These rights and responsibilities are solely those of the Contractor.

SANDERSON STEWART shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any person or entity performing any portion of the work. SANDERSON STEWART does not guarantee or warrant the performance of any Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable codes, laws, rules or regulations.

JOB SITE SAFETY: Neither the professional activities of SANDERSON STEWART, nor the presence of SANDERSON STEWART at the construction/project site, shall relieve the general contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. SANDERSON STEWART does not have authority to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the contractor and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that CLIENT and SANDERSON STEWART shall be indemnified by the general contractor for any such claims, and shall be made additionally insured under the general contractor's insurance policies.

RECOMMENDATIONS BY SANDERSON STEWART: Sanderson Stewart may provide advice and/or recommendations to the CLIENT during Sanderson Stewart's provision of services for the CLIENT's project. If the CLIENT declines to follow the advice and/or recommendations provided by Sanderson Stewart, the CLIENT agrees that Sanderson Stewart shall not have any liability for adverse consequences or damages resulting from the CLIENT's failure to follow the advice and/or recommendations of Sanderson Stewart. Additionally, the parties agree that the CLIENT's failure to follow advice and/or recommendations of Sanderson Stewart may be cause for Sanderson Stewart to immediately terminate this Agreement at Sanderson Stewart's sole discretion.

PERMITTING: SANDERSON STEWART shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires SANDERSON STEWART to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, SANDERSON STEWART does not make any warranties, guarantees, or representations as to the success of SANDERSON STEWART's effort on behalf of the CLIENT. Payment for services rendered by SANDERSON STEWART is not contingent upon the successful acquisition of these permits.

NO ASSIGNMENT WITHOUT CONSENT: Neither party may assign this Agreement without the written agreement of the other party.

TERMINATION: In the event of termination of this Agreement by either party, the CLIENT shall, within 15 days of termination, pay SANDERSON STEWART for all services rendered and reimbursable costs incurred by SANDERSON STEWART up to the date of termination.

The CLIENT may terminate this Agreement for convenience and without cause upon 21 calendar days' written notice.

Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this agreement without the written consent of the other party;
3. Suspension of the project or SANDERSON STEWART's services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of SANDERSON STEWART, the Client shall pay SANDERSON STEWART, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by SANDERSON STEWART in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision in this Agreement, neither the CLIENT nor SANDERSON STEWART, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

DISPUTE RESOLUTION, VENUE, AND CHOICE OF LAW: Any claim arising out of or related to this Agreement (except for Collection Procedures employed by SANDERSON STEWART and those waived or barred as provided elsewhere in this Agreement), shall be subject to mediation as a condition precedent to arbitration or to the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation. Either party may file a request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Billings, Montana. Any agreements reached in mediation shall be enforceable as settlement agreements by any court having jurisdiction.

Venue for any arbitration or litigation arising out of this Contract shall be in the Thirteenth Judicial District, Yellowstone County, Montana. This Agreement shall be governed by, and interpreted under, the law of the State of Montana.

ENTIRE AGREEMENT: This Agreement is the entire agreement between SANDERSON STEWART and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any amendment or modification to this Agreement must be written and executed by both SANDERSON STEWART and CLIENT.



3/7/24

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of

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To

11

From

11

Return From

Person:

Aaron Reckard

Route to:

Firm/Organization:

WKS

Phone:

406-894-2210

Address:

550 S 24th St, Billings

Subject

Well Survey

Taken By: Ethan Perry