



Environmental Resources, LLC

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December 5, 2024

Mr. Donnie McCurry
DEQ-PTCS
P.O. Box 200901
Helena, MT 59620

Subject: Remedial Investigation Work Plan
Former Six D's, Jordan, Montana
DEQ Facility ID No. 17-11117, TID 21896
DEQ Release No. 902, Work Plan ID 34950

Responsible Party: Mr. Dallas Currey
Former Six Ds, Inc.
P.O. Box 213
Jordan, MT 59337-0066

Dear Mr. McCurry:

Environmental Resources, LLC is pleased to submit this Remedial Investigation Work Plan to outline activities associated with additional investigation of subsurface petroleum contamination at the above referenced petroleum release site. Submittal of this work plan was requested by the Montana Department of Environmental Quality (DEQ) in a letter dated October 18, 2024.

Submitted by
Environmental Resources, LLC

Robert H. Waller, Principal Geologist

Attachments

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1.0 EXECUTIVE SUMMARY

Petroleum product storage and dispensing systems were installed at the Six D's refueling facility in the 1950s and consisted of an aboveground storage system with below ground distribution lines. Fuel dispensing activities involved bulk distribution and retail automotive fuel sales. A petroleum release resulting from a leaking underground piping fitting was discovered during a routine equipment inspection in late 1991.

The former Six D's refueling facility is situated in the northeast quarter of the northwest quarter of Section 17, Township 18 North, Range 38 East, Montana Principal Meridian. The site is located at 601 Jordan Avenue within a mixed residential and commercial area along U.S. Highway 20 (Figure 1).

Subsurface geology at the project site is characterized by fine-grained alluvial materials deposited in stream channels scoured into the underlying sandstone, shale and coal deposits belonging to the Paleocene Fort Union Formation. Shallow groundwater is encountered at 5-13 feet below ground surface within the coal intervals and at 18-20 feet below ground surface in fine-grained alluvium that has been deposited in stream channels scoured into the underlying bedrock. Groundwater flow is complex within the coal aquifer but generally flows southeasterly from the bedrock aquifer into the alluvial aquifer, mimicking surface topography with local flow variations in areas where the coal has been eroded or cut by utilities.

2.0 FACILITY SUMMARY AND CURRENT CONDITIONS

A petroleum release resulting from a leaking underground piping fitting was discovered during a routine equipment inspection in late 1991. HMS Technologies (HMS) was retained to perform a Phase I Remedial Investigation (RI) that included installation of several groundwater monitoring wells situated as shown in Figure 2. Extensive diesel fuel and gasoline contamination was delineated in soil and groundwater beneath the site. Floating diesel product was discovered beneath residential property situated approximately 150 feet southeast of the site and approximately 500 gallons of floating diesel fuel were removed from one recovery well.

Matney-Frantz Engineering performed additional investigation of the Six D's site in 1993-1995. Several types of product recovery systems were installed and operated with minimal success. Much of the Matney-Frantz work was focused primarily on the areas near monitor wells J-1A and J-4, which contain or have contained free phase gasoline and diesel fuel contamination. A small pocket of floating diesel fuel persisted in the

vicinity of monitoring wells J-4 and J-9. Product recovery was complicated by water chemistry and low recharge rates of the recovery wells.

Environmental Resources, LLC conducted additional investigative activities to more accurately define the extent and magnitude of petroleum contamination in the vicinity of monitoring wells J-1A and J-10. Six soil borings and four piezometers were installed around the area north and northeast of the Six D's facility to better determine the hydraulic characteristics of the saturated coal intervals that appear to be acting as conduits for contaminant migration in the vicinity of monitoring wells J-1A and J-10.

Five additional groundwater monitoring wells and one soil boring were installed during October 2022 to document soil and groundwater quality. Petroleum contamination was found in soil samples collected from the borings for all five monitoring wells.

Groundwater monitoring was conducted during January 2023 to monitor groundwater quality beneath the project site. Dissolved petroleum contamination was found in four of the five newly installed monitoring wells. Groundwater monitoring work has delineated a dissolved petroleum contaminant plume that extends offsite.

A vapor intrusion (VI) investigation was completed in January 2023 in four structures closest to the petroleum release site. All of the structures exhibited elevated levels of petroleum contamination in air samples collected from beneath the building slabs.

DEQ requested additional Remedial Investigation in a letter dated October 18, 2024. The following sections outline tasks necessary to complete the investigation and methods used to accomplish the additional work.

3.0 PURPOSE AND OBJECTIVES

The purpose of this investigation is to determine the extent and magnitude of petroleum contamination in soil and groundwater beneath the project site and to assess risks that the petroleum release may pose to environmental receptors. Specific objectives of the investigation include:

- Install up to nine soil borings and complete as groundwater monitoring wells.
- Collect soil samples from the soil borings and analyze for VPH and EPH Screen.
- Conduct groundwater monitoring semi-annually for one year at all Facility monitoring wells. Gauge fluid levels at all Facility monitoring wells.

- Collect groundwater samples at all monitoring wells using low flow sampling methodology.
- Analyze groundwater samples for Volatile Petroleum Hydrocarbons (VPH), Extractable Petroleum Hydrocarbons (EPH) Screen and for Intrinsic Biodegradation Indicators (IBIs).
- Conduct a follow-up vapor intrusion investigation in the Methodist Church parsonage.
- Conduct a utility investigation of municipal water and sanitary sewer corridors near the release site.
- Validate all laboratory analytical data using DEQ's Data Validation Summary Form (DVSF).
- Update the Release Closure Plan (RCP).
- Prepare and submit a Remedial Investigation Report.

4.0 SCOPE OF WORK

4.1 Soil Boring and Monitoring Well Completion

Nine soil borings will be advanced at the locations shown on Figure 3. Soil borings will be advanced to 15 and 25 feet below ground surface and completed as groundwater monitoring wells with ten feet of 0.020" slotted well screen and five feet of blank casing in the shallow bedrock wells and with 15 feet of 0.020" slotted well screen and ten feet of blank casing in the deeper alluvial wells. The annulus around the well screens will be filled with 10-20 mesh Colorado silica from total depth to approximately one foot above the top of the screened interval and bentonite chips will be used to fill the remaining annulus to ground surface. Each well will be completed with a bolt-down steel manhole cover and fitted with a locking compression plug.

A lithologic log will be completed for each boring. All drilling logs will be completed in the field as the boring is drilled. All borings will be completed in accordance with all applicable local, state and federal laws, rules and administrative requirements.

Drill cuttings will be logged for lithology, texture, color, moisture and volatile petroleum content. All soil samples will be visually classified for texture using the Unified Soil Classification System (USCS) according to ASTM-D-2488. Soil samples from two foot intervals and from obvious areas of petroleum discoloration will be analyzed for volatile petroleum hydrocarbons using a Photovac 2020 photo ionization detector (PID) with a standard heated jar headspace method. Laboratory soil samples will be retained from the interval that exhibits the highest headspace reading and from the bottom of each boring. Up to two soil samples will be retained from each boring for VPH and EPH Screen analyses at an approved laboratory. One QA/QC soil sample

will be collected from an obvious contamination interval and analyzed for VPH and EPH screen.

4.2 Well Development

Each well will be developed for a minimum of one hour using a submersible pump until at least ten well volumes of groundwater are removed and no further improvements in water clarity are noted. Static water levels will be measured in all of the newly installed monitoring wells following a 24 hour equilibration period after development. Water level measurements will be obtained using a Keck ET-89 electronic water level indicator.

All newly installed and existing monitoring wells will be surveyed for elevation within ± 0.01 feet by a Montana Registered Land Surveyor and referenced to a local USGS benchmark.

4.3 Groundwater Sample Collection and Analysis

Groundwater samples will be collected from all of the newly installed and existing groundwater monitoring wells during two semi-annual monitoring events. Prior to sample collection, data will be collected from all onsite monitoring wells and recorded in a field notebook. All of the well covers will be opened and the locking compression caps will be removed upon arrival at the project site. The wells will be allowed to equilibrate to the atmosphere for at least 30 minutes prior to measuring static water levels. Following the equilibration period, a thoroughly decontaminated electronic water level indicator will be used to measure the static water level in each well casing. The water level indicator tip will be scrubbed in an Alconox or similar wash solution and triple rinsed with de-ionized water prior to and following each measurement. All of the depth to water measurements will be collected from a reference point used to determine the casing elevation for each well.

Groundwater samples will be collected from monitoring wells J-1A, J-4, J-5A, J-8, J-9, J-10, J-11, J-14, J-15, J-16, J-17, J-18, J-19 and from nine of the newly installed groundwater monitoring wells. Additionally, one QA/QC groundwater sample will be collected from monitoring well J-11 during each monitoring event. Following measurement of the static water levels, sample collection will commence using a submersible pump and low flow sampling methods. Indicator parameters turbidity, oxidation-reduction potential, dissolved oxygen, pH, specific conductance and temperature will be measured during sample purging. Samples will be collected when the measured indicator parameters stabilize according to Section 2.5 of the DEQ Groundwater Sampling Guidance (2018). Samples will be decanted into appropriate sample containers, preserved and placed on ice while awaiting delivery to the analytical laboratory. Groundwater samples will be analyzed for Volatile Petroleum Hydrocarbons (VPH), Extractable Petroleum Hydrocarbons (EPH) Screen and for IBIs at Energy Labs in Helena, MT.

4.4 Vapor Intrusion Assessment

A vapor intrusion (VI) investigation was conducted in January 2023 to assess the potential for buildings near the Six Ds release site to be impacted by volatile petroleum hydrocarbons. Petroleum vapors were found at elevated levels in soil probes installed in two commercial buildings, the Methodist Church and one residential building, the former Methodist Church parsonage that is now a rental property.

Of the four properties sampled, only the former parsonage is occupied on a continual basis. Therefore, a follow-up vapor intrusion investigation will be conducted in the former parsonage building and will consist of collecting and analyzing two indoor 24-hour air samples collected from the basement and from the main floor along with one 24-hour ambient outdoor air sample. Air samples will be collected during January-February 2025 following the Montana Vapor Intrusion Guide. The air samples will be analyzed using EPA Method TO-15 and Massachusetts Air Phase Petroleum Hydrocarbons (APH) Method at Pace Analytical in Minneapolis, MN.

4.5 Utility Investigation

A water service main is present running north-south beneath Henderson Street to the east of the project site. Sanitary sewer runs north-south in the alley between U.S. Highway 200 and Henderson Street. Both utility runs have potential for contact with petroleum contaminated soil. Four locations on both the water main corridor and the sanitary sewer main corridor will be exposed using a vacuum truck. Vacuum excavating services will be furnished by Badger Daylighting, mobilizing out of Billings, MT. Excavating locations are shown on Figure 4.

Following exposure of the water and sanitary sewer mains, one soil sample will be collected from each excavation using a hand auger. Soil samples will be collected from the worst case location beside of or immediately below the water mains. One QA/QC soil sample will be collected from an obvious contamination interval and analyzed for VPH and EPH screen. Soil samples will be submitted to an approved analytical laboratory for VPH and EPH Screen analyses.

All of the vacuum excavations will be backfilled with native material removed from the hole. The vacuum excavations are not expected to intercept groundwater. However, if groundwater is encountered in any of the vacuum excavations, bentonite pellets will be placed in the excavation hole to within two feet above the saturated zone and then backfilled with native cuttings. All of the vacuum excavations are situated in gravel surfaced areas and will be restored as such.

4.6 Investigation Derived Waste

Drill cuttings, excess sample materials, drilling fluids, and water removed from a well during installation, development, and aquifer testing and all other investigation derived wastes will be disposed of according to all applicable local, state and federal laws and regulations governing the disposition of investigation derived wastes.

4.7 Reporting

A Remedial Investigation Report will be prepared following completion of this Remedial Investigation Work Plan. All laboratory data will be validated using DEQ's Data Validation Summary Form. The Release Closure Plan will be updated to reflect the results of this investigation.

4.8 Investigative Methods

Methods practiced during this investigation will follow generally accepted practices of similar consulting firms in the same geographical area. Quality Assurance/ Quality Control methods will be employed throughout all phases of this investigation to ensure meaningful and reproducible results and data. Standard Operating Procedures (SOP) for soil and groundwater sampling are included in Appendix D.

4.9 Health and Safety

Health and safety issues will be addressed throughout this investigation to prevent exposure of site workers and other onsite personnel to potentially hazardous situations and chemical compounds. Several physical hazards will inherently be present throughout the field investigation while heavy equipment is being utilized for soil borings and monitoring well installation. Site specific health and safety precautions and information will be contained in a Health and Safety Plan which will remain onsite during all field activities.

5.0 BUDGET/SCHEDULE

A detailed cost summary is attached in Appendix B.

The proposed scope of work is anticipated to be completed by December 30, 2025. We anticipate that the drilling and utility inspections will be completed in March-April 2025 and groundwater monitoring will be completed in September-October 2025.

6.0 LIMITATIONS

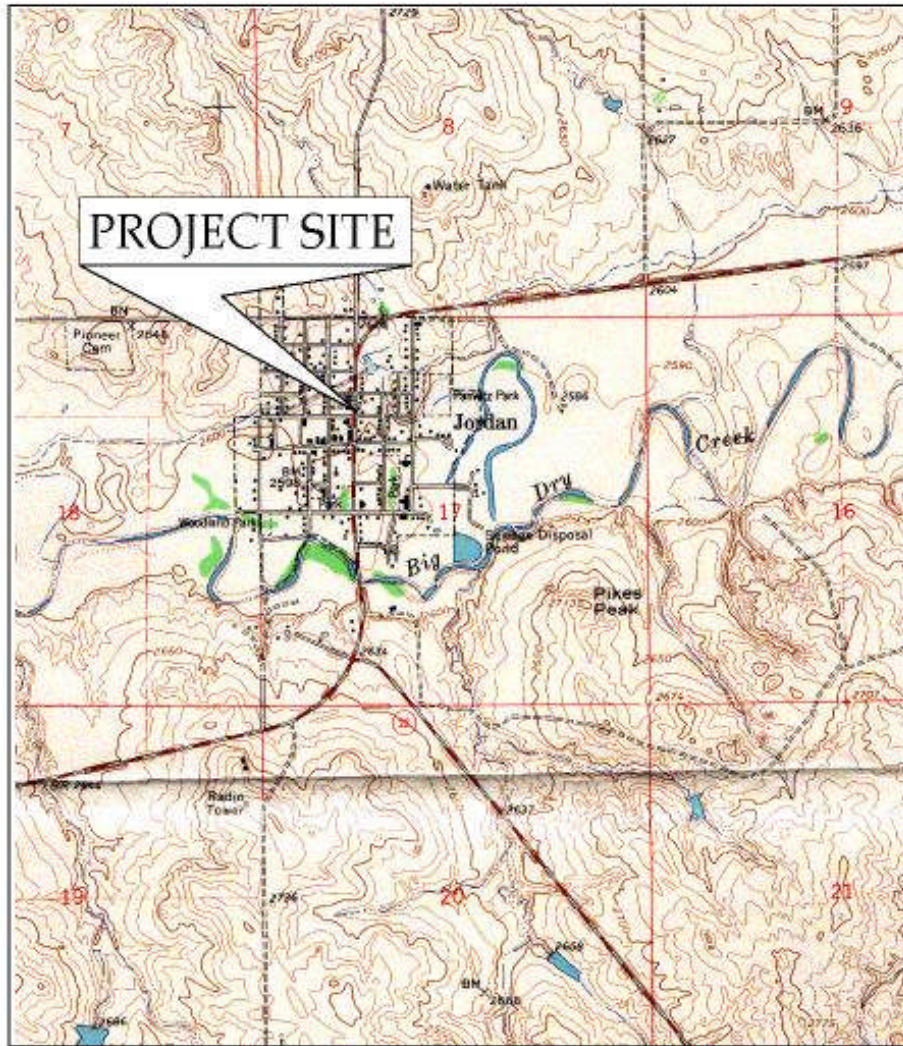
This work was performed in accordance with generally accepted practices of other consulting firms conducting similar studies. Environmental Resources, LLC observed that degree of care and skill generally exercised by other consultants under similar conditions. Our findings and conclusions must not be considered as scientific certainties, but as opinions based upon our professional judgment based upon the data gathered during the course of this investigation. Other than this, no warranty is implied or intended.

Submitted by
Environmental Resources, LLC

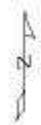
Robert H. Waller, Principal Geologist

Appendix A

Figures

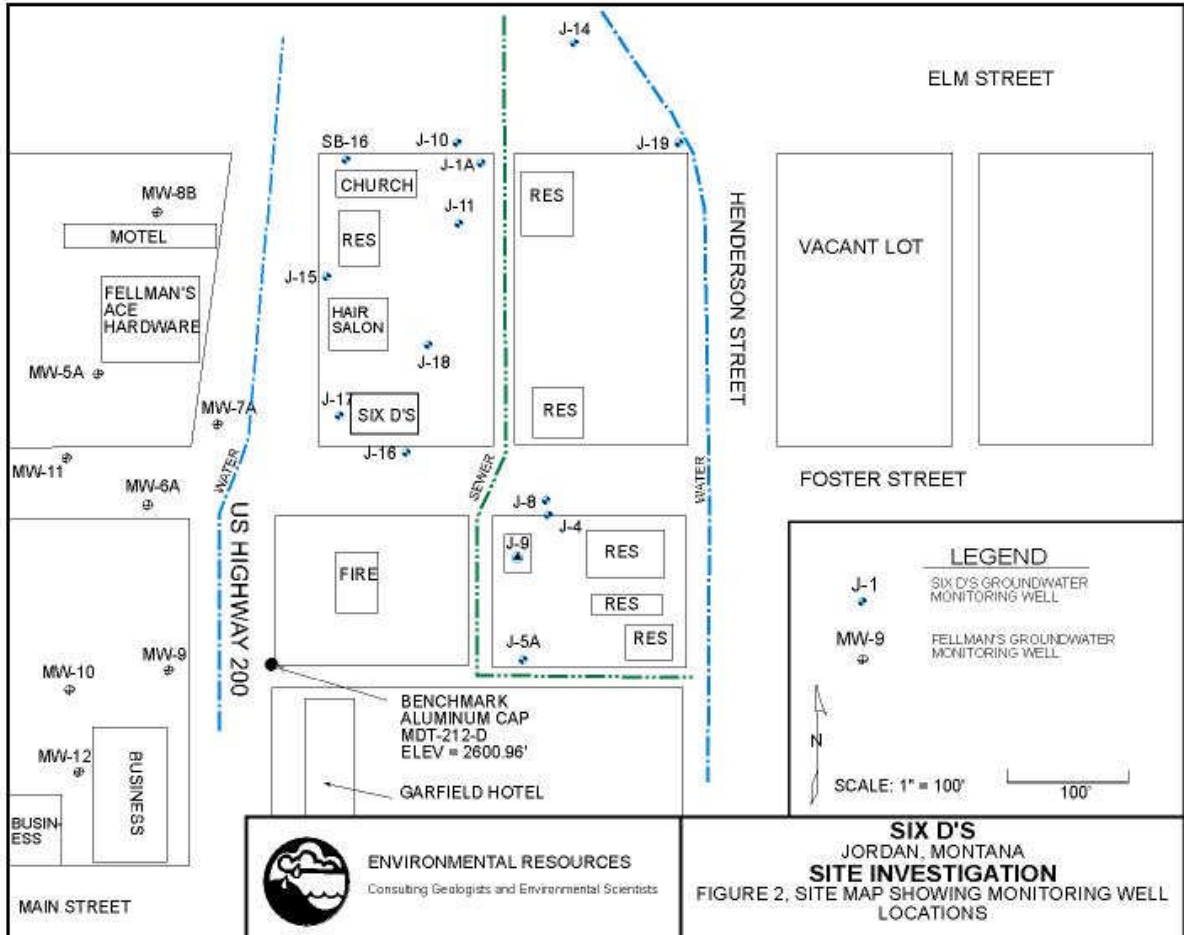


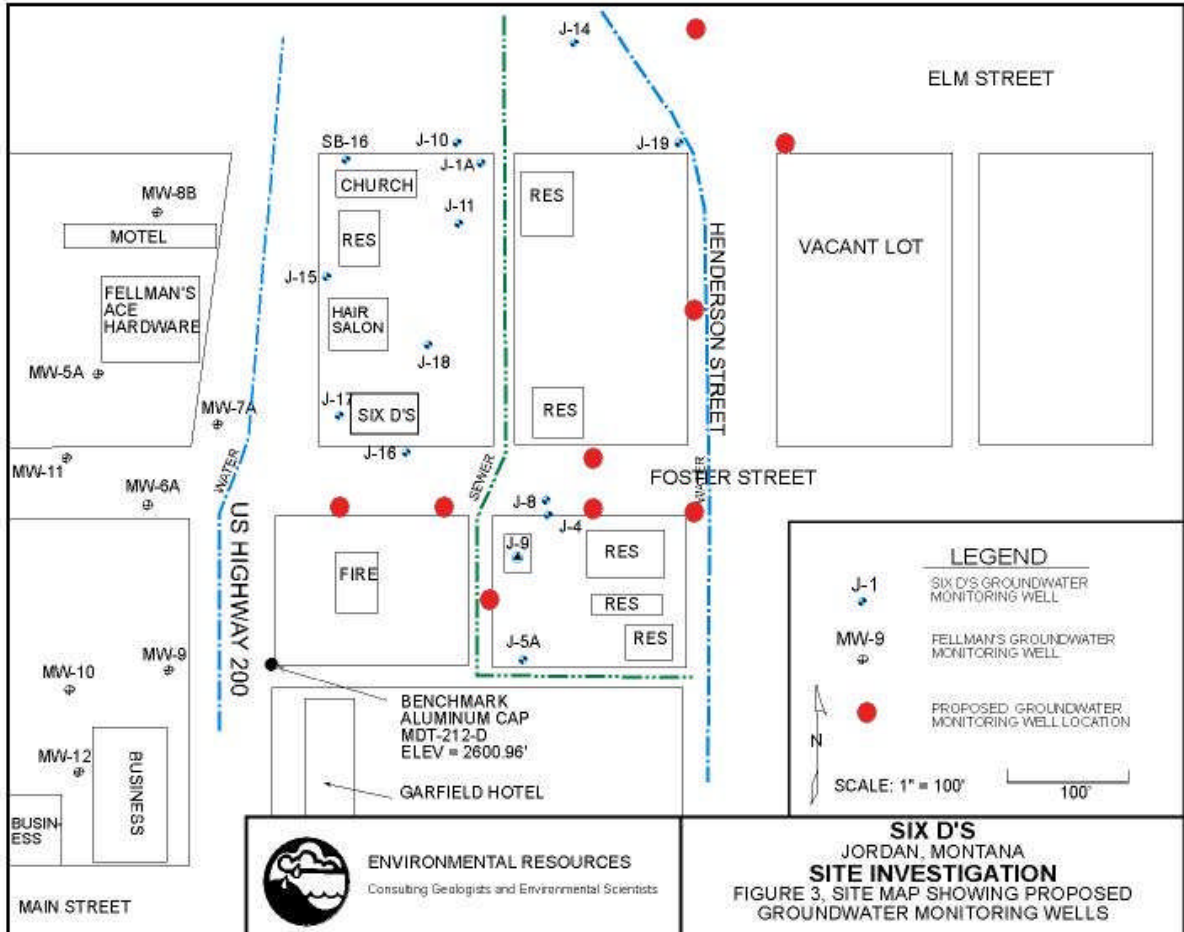
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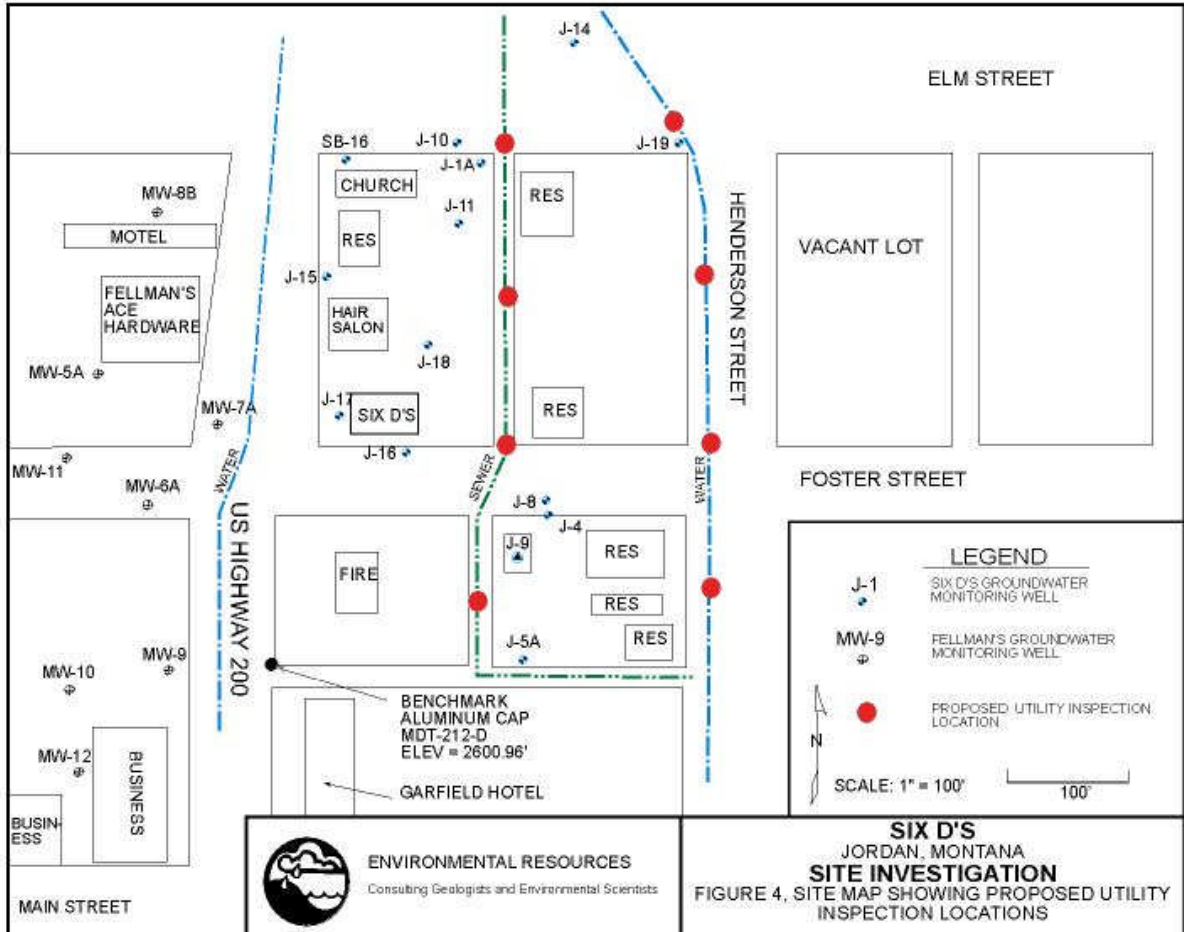


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SIX Ds
JORDAN, MONTANA
SITE INVESTIGATION
FIGURE 1, REGIONAL SITE LOCATION MAP

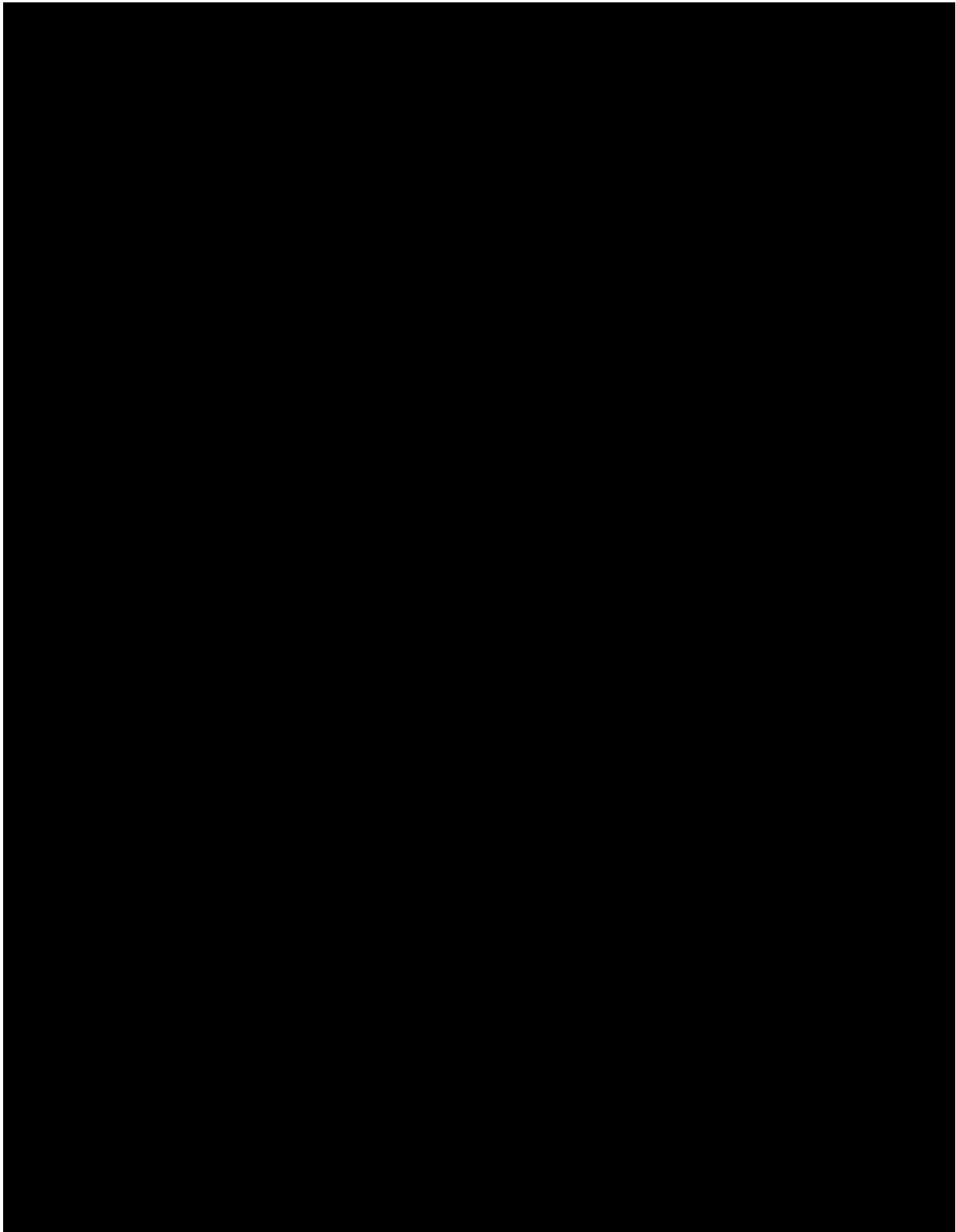






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Appendix B Cost Estimate



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Total	\$11,138.23
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This proposal contains the budgetary estimate to complete the work as described above under the heading "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. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company)	_____	PO #:	_____
Name (Please Print)	_____	Title:	_____
Signature	_____	Date:	_____

I am authorized to bind the Company

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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. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

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

Customer Representative

Printed _____
 Signature _____
 Date _____

I am authorized to bind the

Badger Representative

Printed _____
 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. "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 the 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. 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) 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

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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



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INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, 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.

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%).

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

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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.



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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.

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.

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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.

25. **Collection, Use and Disclosure of Information.**



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Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

(a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;

(b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;

(c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;

(d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;

(e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and

(f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https:// www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).

End



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Appendix D
Standard Operating Procedures

3.0 SAMPLING PROCEDURES

Sampling activities at LUST Program sites could include the collection of surface soils, subsurface soils, sediment, and ground water samples. Samples will be recovered by a variety of drilling and sampling methods, placed in containers appropriate for the intended analyses, preserved as necessary, labeled and sealed according to established MF procedures, and transferred under Chain-of-Custody (COC) protocol to a certified laboratory for analysis. All sample information will be written into a field log book by the field technician or field team leader at the time of sample collection. Table 3-1 summarizes sample containers, holding times, and preservative requirements for organic, inorganic, and petroleum hydrocarbon analyses. Section 4.0 addresses sample documentation and custody procedures, and Section 6.0 describes the analytical procedures that will be used to conduct site characterization.

The phased corrective action work plans will contain detailed information regarding specific sampling requirements for field investigations at the various LUST sites. This information will be based on the following factors:

1. Site sampling rationale
2. Sampling techniques and equipment
3. Sample selection criteria
4. Sample documentation, handling, and shipment
5. Well installation design
6. Preparation and decontamination of sampling equipment
7. Waste characterization

The sampling procedures described in the following sections; however, outline specific protocol to be followed for each different environmental matrix in order to provide SOGs and SOPs that will ensure uniform sampling techniques regardless of the person(s) conducting the sampling.

General locations for surface sampling points, test pits, bore holes, and monitoring wells will be initially located using site plans, city/county maps, and/or topographic maps and documented by survey from an appropriate site benchmark. Sampling locations will be mapped to scale and recorded in a field log book. This information will then be transferred to the appropriate logs or profiles (to scale) for reporting purposes.

3.1 Soil Sampling

Prior to any sampling event, all sample equipment, lab containers and personal protective equipment (PPE) will be assembled near the sample area. Sample containers will be labeled prior to depositing sample contents.

Surface Sampling

Disposable teflon scoops or cleanable, depth-calibrated hand augers or shovels will be used to collect soils from the upper two or three feet of the soil horizon. Soil samples will be collected from the auger flight at the point corresponding to the required depth after the hand auger has been slowly removed from the bore hole. If necessary, a tube sampler can be attached to the auger rods after advancing the bore hole to the desired depth. The sample will be collected by inserting the tube sampler into the open bore hole and advancing the sampler into the deposits at the base of the boring. Whenever possible, individual, disposable trowels will be used for each sampling event. Otherwise, sampling equipment will be decontaminated prior to each use. Decontamination procedures are outlined in Section 3.5.

Test Pit Excavation and Sampling

Test pits will be excavated in compliance with all applicable Occupational Safety and Health Act (OSHA) regulations, especially those regarding excavation and side-wall stabilization requirements. Walls will be cut as near vertical as possible to facilitate stratigraphic logging. Test pit dimensions will be recorded in a field log book.

Photographs of specific geologic features may be taken for documentation purposes. A scale or item providing a size perspective and the test pit number will be included in each photograph. The frame number and picture location will also be documented in the log book and printed on the back of the photograph.

Each test pit will be inspected visually, for odors, or with a PID to determine if soil and/or groundwater samples are necessary. Soil samples may be obtained from the backhoe bucket if test pit depth precludes safe entry. All test pits will be backfilled with excavated soil following inspection and/or sampling. Pits will be backfilled and compacted to original grade unless disposal of contaminated soil from the excavation is necessary. In such cases, DEQ landfarming requirements will be followed, and the excavation will be backfilled with clean soil.

Subsurface Sampling

Borings for monitor well completion are typically advanced by two methods, air rotary and hollow stem auger. The casing will be of the flush joint or flush couple type and of sufficient size to allow for soil sampling, coring and/or well installation. All casing sections must be straight and free of any obstructions. Hollow stem augers or solid flight augers with casing may be used according to specific project requirements. Rotary drilling may be used in dense formations to advance to the required sample depth where a split spoon sampler or a coring device can be used to obtain the sample. The drilling method chosen will be site-specific based on past borings in the project area and the site's geological conditions.

The use of re-circulated water shall not be permitted when casing is being driven, unless specified in project procedures, directed and properly documented by the geologist/engineer, and approved by DEQ. If re-circulated water is used, all loose material within the casing will be removed by washing to the required sampling depth using a minimum amount of water. Care must be taken to limit recirculation of the wash water to those times when the water supply is extremely limited or unavailable.

Representative subsurface soil samples will be obtained using a split spoon sampler advanced using the standard penetration test (SPT), which allows for the assessment of resistance within the deposits. Samples will be taken continuously when using a hollow stem auger. The interval exhibiting the maximum PID reading will be selected for the collection of analytical samples. Discharge from air rotary cyclones, or cuttings from cable tool rigs or solid stem augers will be screened for VOCs using a PID and will be logged continuously. Split spoon samples taken at the saturated zone and elsewhere will be logged as determined necessary by changes in field conditions.

The split spoon sampler must be opened upon removal from the casing to expose the cored material. If material recovery is inadequate, further attempts must be made until the amount of material is of a sufficient quantity for the required sample size. The sampling device must then be decontaminated before the next sampling event (see Section 3.5).

In the event that gravel or other material prevents penetration by the split spoon, samples will be collected from the auger flights as the auger is retracted from the hole.

Compositing

Composite samples, if required, will be obtained by collecting an equal and sufficient amount of soil from each subsample location so that the final composite volume will provide enough sample for all required analyses. Stones and other hard inorganic objects, which are not likely to affect soil chemistry, will not be included in the samples.

Each composite subsample will have dedicated, disposable sampling equipment, i.e., glass or stainless steel bowls, polyethylene gloves, and Teflon scoops to prevent possible cross contamination. Soil subsamples collected for each composite will be deposited into a stainless steel mixing bowl. The soils will be commingled to represent a composite sample for that designated sample zone.

Waste Management

When sampling in any specific area is complete, the sampling equipment will be placed in plastic bags and labeled according to the sampling area. All disposable sampling equipment will then be stored in 55 gallon storage drums prior to disposal. Equipment from non-hazardous areas will be disposed of as uncontaminated debris. Contaminated sampling equipment will be disposed of according to local, state and federal regulations.

3.2 Sediment Sampling

Sediment sample points within surface water systems will be selected based on topography, erosion, transportation, ground water discharge, and accumulation. Accumulation areas typically reveal better data as compared with erosion or transport areas because minimized stream bottom dynamics allow undisturbed sediment accumulation¹. Sediment samples taken from creeks will be extracted using a Shelby Tube (ST) or similar instrument.

A separate ST will be used for each sample location. This will eliminate the need for decontamination of the ST between sample areas. A one foot core sample, with a diameter of 2 inches, will be extracted and composited. The core sample will consist of the sediments at the water/sediment interface and extend to a depth of one foot. Four vertical slices, each of one-quarter inch thickness, equally distributed throughout the core, will be composited to represent a single composite sample. Stones and other hard inorganic objects, which are not likely to adsorb contaminants, will not be included in the samples.

¹G. Allen Burton, Jr., Sediment Toxicity Assessment, Lewis Publishers 1992.

The sediment subsamples collected from each specified sample point will be deposited into glass or stainless steel mixing bowls. The sediments will be commingled to represent a composite sample of the core.

Each sample area will have dedicated sampling equipment, i.e., glass or stainless steel bowls, polyethylene gloves, and Teflon scoops and Shelby Tubes, to avoid possible cross contamination and the need for rinsate samples.

All disposable sampling equipment will be placed in plastic bags and labeled according to the sampling area. This equipment will then be stored in 55 gallon storage drums prior to disposal. Equipment used to collect samples which are shown to be non-hazardous will be disposed of as uncontaminated debris. Contaminated sampling equipment will be disposed of according to local, state and federal regulations.

3.3 Groundwater Sampling

The installation and sampling of groundwater monitoring wells will be performed according to established procedures which are designed to produce consistency between well locations. These specifications and procedures ensure meaningful analytical results and a high degree of quality in monitor well performance.

Groundwater Monitoring Well Installation

Wells will be drilled to a minimum depth of ten feet below the lowest seasonal groundwater elevation. Borings will be logged for lithology and monitored for petroleum hydrocarbon vapors using a photo-ionization detector (PID). Cuttings from selected intervals (modified by specific site conditions) will be placed in clean glass jars covered with aluminum foil where any volatile organic hydrocarbons (VOCs) will be allowed to equilibrate with the headspace air prior to PID analysis. All drilling equipment in contact with soil will be steam cleaned immediately after each well completion.

The well screen will consist of two or four inch diameter, flush-threaded, 0.020" slotted Schedule 40 polyvinyl chloride (PVC) pipe set from one foot off the bottom of the boring to five feet above the highest anticipated water table elevation. The PVC riser will extend three feet above ground surface. 10/20 mesh silica sand will be used to fill the annulus around the well screen from total depth to approximately one foot above the highest screened interval. Bentonite chips will be used to seal the well above the screened casing to within one-half foot of the ground surface. A locking well cover will then be cemented in place using Portland cement. Typically, the well head vaults will be finished at grade; however, wells in remote locations will include well covers which extend four feet above the ground surface. An as-built record of well construction will be completed on the boring log.

All monitoring wells will be allowed to equilibrate for 48 hours after construction. The wells will then be developed by continuous pumping, surging, or air lift methods until visibly clear water is discharged during the active portion of well development.

Monitor Well Sampling

All groundwater monitoring wells will be sampled after a 72-hour stabilization period following well development.

All equipment that is used for purging, sampling, or depth measurement will be decontaminated with an Alconox wash solution followed by a distilled water triple rinse prior to each use.

A groundwater sampling log will be completed for each sampling event.

The following procedure will be followed when sampling a groundwater monitoring well:

1. The depth-to-water will be measured using a clean M-Scope or steel tape. Measurement datum is the top of the well casing, north side. Measurement device will be decontaminated between wells.
2. Depth to the bottom of the well will be measured by a steel tape or M-Scope. If possible, this will be compared to the well construction log to determine inconsistencies, i.e. damaged casing, sediment in casing, etc. Measurement device will be decontaminated between wells.
3. The presample purge will consist of removing water under low flow conditions to produce steady state conditions within the screened interval based on turbidity, dissolved oxygen, oxidation-reduction potential, temperature, conductivity and pH. A small diameter submersible pump will be used to purge the wells. This pump will be decontaminated between wells. The volume purged and the field measurement data will be recorded using a well sampling data sheet.
4. Water samples will be obtained directly from the pump discharge. A clean pair of disposable polyethylene gloves will be worn during each phase of the well sampling activities.
5. Groundwater samples collected for dissolved metal analyses will be filtered prior to bottling. Filtration will be accomplished using either a peristaltic pump or portable hand pump and 0.45 micron (μm) filter paper. Samples will be filtered directly from collection device into sample containers.

Note that all fluids resulting from monitoring well installation, development, sampling, and equipment decontamination will be containerized separately in appropriately labeled 55-gallon drums and secured on-site pending the receipt of analytical results to determine disposal options.