

January 10, 2025

Oelkers, Inc.  
Gordon Oelkers  
PO Box 742  
Culbertson, Montana 59218

Delivered via email: gordon@nemont.net

**SUBJECT: Groundwater Monitoring Work Plan  
Oelkers Service Station Petroleum Release Site  
4 6<sup>th</sup> Street, Culbertson, Montana  
MDEQ Facility ID No. 43-00030 (TID 27384), Release ID 5086;  
Work Plan ID 34934**

Dear Mr. Oelker:

Tetra Tech is pleased to present this work plan for one year of semi-annual groundwater monitoring and subsurface soil vapor monitoring at the Oelkers Service Station located at 4 6th Street, Culbertsons, Montana (Figure 1). The work plan has been prepared in response to correspondence from Rachel Mindt of the Montana Department of Environmental Quality (MDEQ) dated September 10, 2024, requesting two annual groundwater monitoring events at the site (MDEQ, 2024).

## **BACKGROUND INFORMATION**

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Underground storage tanks (USTs), piping and pumps were reportedly first installed in 1953 (Oelkers, 2019). Ron Oelker took over station operation in 1989. The former southwest and northeast pump islands provided self-service and full-service pumps, respectively. The southwest self-service island supplied diesel, premium gasoline and regular gasoline. The northeast island was full-service gasoline only. The current pump island is elongated in southwest to northeast approximately and provides pre-pay diesel, premium, mid-grade and regular gasoline 24-hours per day from two product pumps (Figure 2).

Marketing Specialties, a licensed tank remover/installer reported a petroleum release during the removal of pump islands and product piping. The release was reported on April 22, 2015 and the source of the release was noted as piping and spills/overfills. Soil samples contained elevated petroleum hydrocarbons. As part of the initial remedial action a contractor removed 70-90 yards of impacted soil and disposed of it at an offsite landfill according to the 30-day release report. The pump islands were moved and new double-wall FRP product pipe and card reading product pumps installed following closure of the old system. Existing UST's, lined with fiberglass, continue to service the system. NewFields advanced nine direct-push borings as part of a remedial investigation (NewFields, 2017) with one boring advanced to 24 feet below the ground surface. The borings did not encounter groundwater. Samples from two borings at depths below 16 feet had soil samples containing EPH compounds exceeding DEQ Risk-based Screening Levels (RBSL). NewFields recommended monitoring well installation and additional soil sampling.

Four groundwater monitoring wells were installed by Smart Consulting during October 2019 and screened from approximately 13-30 feet below the ground surface (Smart Consulting, 2019).

Generally, the top two feet of materials includes disturbed soil and placed fill. Fill materials include silty sand to silty clay. A thin layer of soil was encountered in borings MW2 and MW4 beneath the fill at approximately two feet below the ground surface. Alluvium encountered at the site consisted of silt and fine sand with interbedded coarse sand and sandy gravel. A coarse sand lens was encountered in boring MW1 and MW3 from approximately nine to 12 feet below the ground surface, then again at 22.5 to 24.5 feet. Coarse sand in boring MW2 existed from approximately nine feet to 24 feet below the ground surface. The coarse sand was not encountered in MW4 until approximately 12 feet below the ground surface. The sand unit coarsened at approximately 13 feet below the ground surface in MW2 where gravel graded into the sandy gravel. The sand and gravel unit contained a six-inch thick fine sand with silt lens at approximately 14 feet below the ground surface. With the exception of boring MW2, fine grained sand with silt and clay persisted from 14 to 22 feet below the ground surface where the sand and gravel sequence was saturated and continued to a depth of approximately 26 feet. From 26 to 30 feet below the ground surface, the borings encountered a fine sand with silt saturated with water. A grey to black stained sand existed in borings MW2, MW3 and MW4 at 26 to 27 feet below the ground surface and appeared to be a reduced hydrocarbon smear zone. This layer emitted a degraded hydrocarbon odor.

Soil probes were installed at the adjacent Aspenlieder property on March 9, 2020 using a direct push drill rig Smart Consulting, 2020. SMART Consulting placed the open probe tip at approximately eight feet below the ground surface, filled the annular space around the tip from approximately 8-9 feet with sand and backfilled the rest of the annular space with bentonite chips to the ground surface. The tubing was capped. The East point was located approximately five feet north of the basement wall and approximately four feet south of the property fence. The West point was collected approximately 20 west of the East point (Figure 1 attached). Concentrations of benzene, ethylbenzene, total xylenes and C9-C12 aliphatic compounds exceeded the EPA residential guidelines for indoor.

## **SCOPE OF WORK**

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Tetra Tech proposes to conduct the following tasks based on the recommended scope of work requested in the email correspondence from Rachel Mindt, MDEQ dated September 10, 2024. The general scope of work for this project includes conducting two annual groundwater monitoring events and soil vapor monitoring at the two existing vapor monitoring points located at the property. Groundwater levels will be measured at all four monitoring wells and groundwater samples will also be collected from four monitor wells on site. The following sections describe the methods to be used for these events.

### **Task 1 – Project Management**

Task 1 involves general project management, which includes preparing this work plan, updating the site-specific health and safety plan (HASP), communications with the client, subcontractors, adjacent property owners, regulators, and oversight of all tasks.

### **Task 2 –Groundwater Monitoring**

The two groundwater monitoring events will consist of the following:

- Depth to groundwater will be measured in all monitoring wells (MW-1 through MW-4) at the site using an electric water level probe. The water level probe will be decontaminated between well measurements by washing with Liquinox<sup>®</sup> soap and rinsing with potable water.

- The monitoring wells will be purged with a low-flow slow-purge pumping method using a submersible bladder pump and dedicated polyethylene tubing. During purging, the water will be analyzed for pH, temperature, dissolved oxygen, specific conductivity, oxidation-reduction potential, and turbidity using field instruments. Purge water will be containerized in accordance with the Disposal of Untreated Water from Monitoring Wells Flow Chart and disposed of appropriately following receipt of laboratory results (MDEQ, 2015). The pump will be decontaminated between wells using a Liquinox solution followed by a triple rinse technique. Additionally, a new bladder will be installed between each well.
- A groundwater sample will be collected into laboratory provided containers. Groundwater samples will be analyzed for VPH and EPH via the Massachusetts Department of Environmental Protection Methods. In accordance with MDEQ guidance, if the EPH concentration in water exceeds 1,000 micrograms per liter ( $\mu\text{g/L}$ ), then an EPH fractionation analysis is required (MDEQ, 2020). For purposes of estimating costs for this proposal, it will be assumed that three of the water samples will be also analyzed for EPH fractions.
- Samples will also be collected for analysis of lead scavenger ethylene dibromide (EDB) using EPA Method 8011.

### **Task 3– Vapor Monitoring**

Tetra Tech will collect vapor samples from both the East and West vapor wells during the site visits. A duplicate sample vapor sample will also be collected at the same time. Samples will be collected in cleaned and certified Summa canisters. Start and finish vacuum pressures will be recorded along with the respective times. Samples will be analyzed by Pace Analytical in Minneapolis, Minnesota for TO15 and APH.

### **Task 4– Interim Groundwater Monitoring Report**

Following receipt of the analytical data from the first groundwater monitoring event an interim report will be prepared and submitted to Oelkers and MDEQ. The interim report will present updated cumulative data tables, updated figures, groundwater sampling logs, the laboratory analytical data package, and a brief discussion on the results. This data will also be evaluated using the MDEQ's Data Validation Summary Form (DVSF). This interim report will be prepared and submitted to Oelkers and MDEQ.

### **Task 5–Groundwater Monitoring Report**

Following the second year of annual groundwater monitoring tetra tech will prepare a groundwater monitoring report. The report will present analytical results of each groundwater monitoring event and compare laboratory analytical results to MDEQ RBSLs (MDEQ, 2024). Tetra Tech will also prepare a Release Closure Plan (RCP), to evaluate the potential for closure of the release. Additionally, data validation will be included with the investigation report and will follow MDEQ's data validation guideline as per <https://deq.mt.gov/Portals/112/Land/StateSuperfund/Documents/DataValidationReport.pdf>.

## **PROJECT SCHEDULE AND BUDGET**

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Tetra Tech is prepared to initiate preparations for this work subject to your written acceptance and approval from the MDEQ. The report will be prepared and submitted within 45 days

following receipt of final laboratory analyses. Costs for these services will be billed according to a unit cost basis (Attachment A). Tetra Tech will not exceed the costs authorized in this work plan without prior approval from Oelkers and the MDEQ. This work will be conducted in general accordance with the Terms and Conditions presented in the attached Professional Services Agreement (PSA) between Oelkers and Tetra Tech, dated February 13, 2025. This Corrective Action Plan and Budget for Groundwater Monitoring may be accepted by signing the attached PSA and returning one copy of this to our Billings, Montana office.

Please call if you have questions regarding this work plan or any aspect of the project. For your convenience, we have forwarded copies of this work plan to the MDEQ. According to our records and available information through the Montana Petroleum Tank Release Compensation Board (MPTCRB), this site is fund eligible. However, the MPTCRB will have to determine if they can obligate funds to this work plan following their review. We appreciate the opportunity to serve your environmental consulting needs.

Sincerely,

**Tetra Tech**



Jeff Rice  
Environmental Group Manager



Eric Smart  
Environmental Scientist

JRR/ES/

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#### Figures

Attachment A: Groundwater Monitoring and Sampling Unit Cost Worksheet

Attachment B: Professional Services Agreement

cc: Rachel Mindt, MDEQ - via email [rachel.mindt@mt.gov](mailto:rachel.mindt@mt.gov)

#### REFERENCES

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MDEQ, 2015. Disposal of Untreated Purge Water from Monitoring Well. July 27.

MDEQ, 2024. Montana Tier 1 Risk-Based Corrective Action Guidance for Petroleum Releases. February.

MDEQ, 2024. Groundwater Monitoring Work Plan Required for the Petroleum Release at the Oelkers Service Center, 4 Sixth Street East, Culbertson, Roosevelt County, Montana; Facility ID 43-00030 (TID 27384), Release 5086, Work Plan 34934. September 10.

NewFields, 2017. Remedial Investigation Report, Oelkers Service Center, Culbertson, Montana. January 10, 2017.

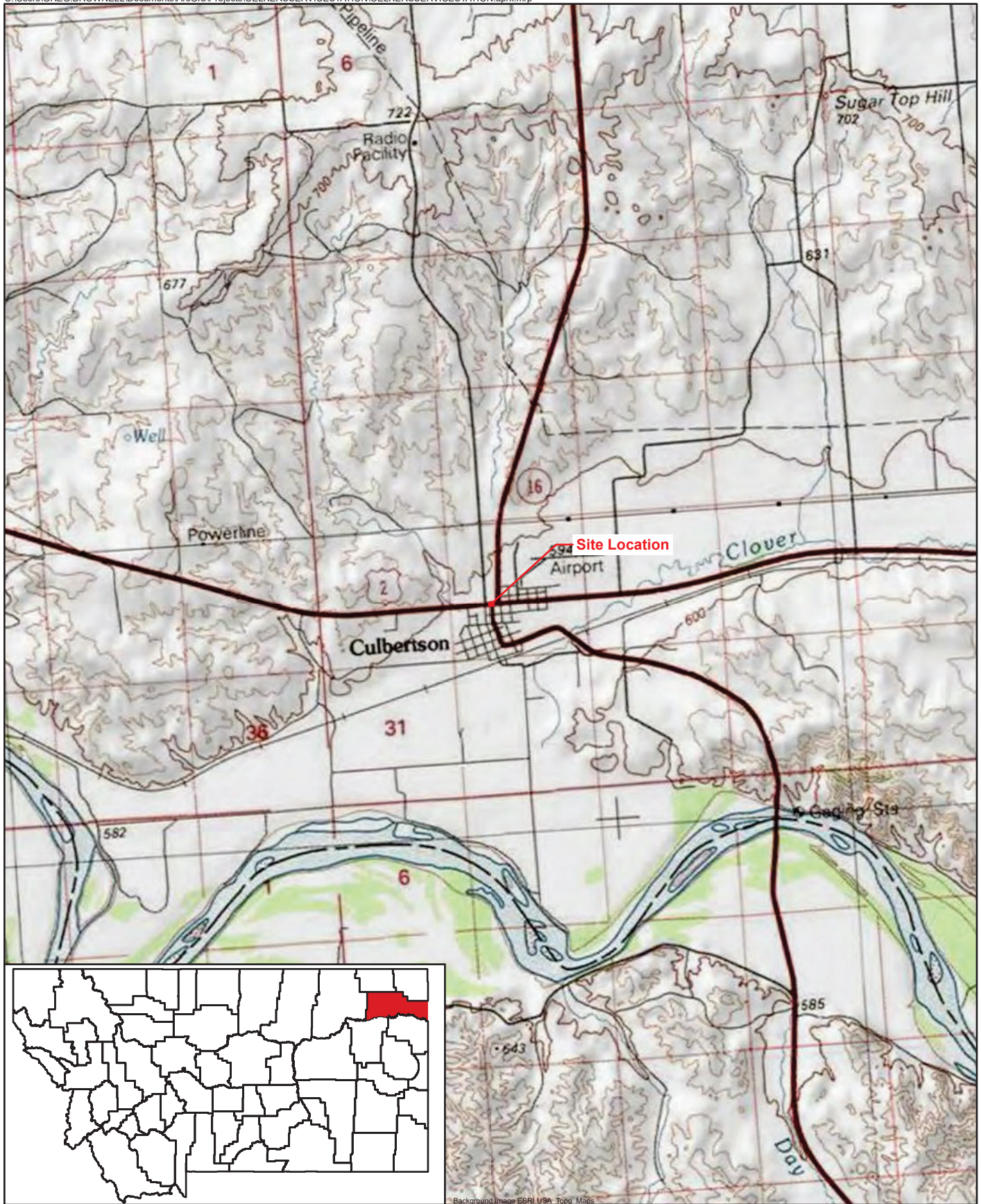
NewFields, 2018. Abbreviated Soil Boring and Monitoring Well Installation Corrective Action Plan WP AC-03. April 20, 2018.

Oelkers, 2019. Ron Oelkers, personal communication. October and November 2019.

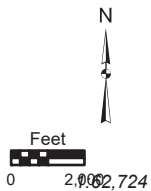
Smart Consulting, LLC. 2020. Remedial Investigation Report for the Petroleum Release at the Oelkers Service Station, Culbertson, Montana. Facility ID# 43-00030, Release #5086, WP ID 10812. February 13.



## FIGURES



117-  
2/11/2025



Approximate Site Boundary

**Site Location Map**  
**Oelkers Service Center**  
**4 6th Street E**  
**Culbertson, Montana**  
**Figure 1**



Word Imagery, Maxar, Microsoft



- Approximate Site Boundary
- + Existing Monitor Well



**Site Map**  
**Oelkers Service Center**  
**4 6th Street E**  
**Culbertson, Montana**  
**Figure 2**



**ATTACHMENT B**

Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

PROJECT: Groundwater Monitoring JOB #:
CLIENT: Oelkers, Inc
ADDRESS: P.O. Box 742
Culbertson, MT 59812
CONTACT: Gordon Oelkers TEL: 406 e-mail:
CONSULTANT: TETRA TECH, INC. ("TETRA TECH")
ADDRESS: 2525 Palmer Street, Suite 2
Missoula, MT 59808
CONTACT: Eric Smart TEL: 406-360-3361 e-mail: eric.smart@tetrattech.com
PROJECT DESCRIPTION: Two groundwater monitoring events and soil vapor probe sampling, semi-annually for one year.

SCOPE OF SERVICES (Attachment) SCHEDULE (Attachment) ADDITIONAL PROVISIONS (Attachment)

COMPENSATION:

LUMP SUM. Compensation for these services shall be a Lump Sum of \$
TIME AND MATERIALS. Compensation for these services will not exceed \$23,211 without written authorization and will be based on the following option (per the attached Estimate of Professional Services or List of Hourly Rates), plus Reimbursable Expenses (Other Direct Costs (ODC's) and lower tier subcontractors) times a factor of 1.2

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, TETRA TECH shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: TETRA TECH shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by TETRA TECH during that month. Lump Sum will be based on percent of effort completed as estimated by TETRA TECH, TETRA TECH shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to TETRA TECH based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one half percent per month. See Standard Conditions for invoices unpaid after 60 days. TETRA TECH reserves the right to stop work for non-payment of invoices after 60 days. Remit to: Tetra Tech, Inc., P. O. Box 911674, Denver, CO 80291-1674. Credit card payments are not accepted.

For all other payments, Tetra Tech, Inc. Accounts Receivable Point of Contact is Frieda Vilhauer at (303) 664-4621 or OGA.ECS.AccountsReceivable@TetraTech.com

Client Accounts Payable Point of Contact:

EXECUTION: Execution of this document by duly authorized representatives of TETRA TECH and Client, including TETRA TECH's Standard Conditions (attached) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither TETRA TECH nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: Oelkers, Inc CONSULTANT: TETRA TECH, INC.
BY: Gordon Oelkers BY: Eric Smart
SIGNATURE: SIGNATURE:
TITLE: Owner TITLE: Project Manager
DATE: DATE: Feb 13, 2025

## Tetra Tech, Inc. Standard Conditions

**Credit Review.** The provision of Services under this Agreement is subject to Tetra Tech's initial and continuing credit review of Client. If requested by Tetra Tech, Client shall furnish financial information to Tetra Tech for the purpose of determining Client's creditworthiness. Any financial information furnished to Tetra Tech shall be treated by Tetra Tech as Confidential Information. Tetra Tech may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Tetra Tech determines that a financial security is warranted, Tetra Tech reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Tetra Tech (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Tetra Tech shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Tetra Tech. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

**Changes.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Tetra Tech will provide to Client a proposal for the changes setting forth an adjustment to the Services and compensation for the requested changes. Client must approve out of scope work before Tetra Tech will proceed with work. If project conditions change materially from those observed at the site or described to Tetra Tech at the time of proposal, Tetra Tech is entitled to a change order equitably adjusting its Services and compensation.

**Standard of Care.** Tetra Tech will render services in a professional manner and use that degree of care and skill ordinarily exercised under similar conditions by environmental consultants practicing in the same or similar locality of the services provided. Tetra Tech MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

**Information.** Tetra Tech shall not be liable for any errors, omissions, or inaccuracies which result from its reliance on information provided by Client or third parties.

**Permits and Government Relations.** Unless specifically provided otherwise, Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services. Tetra Tech shall act only as an advisor in all governmental relations.

**Site Conditions.** Client acknowledges that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by Tetra Tech. Because the available data are limited, the Client acknowledges that there is some level of uncertainty with respect to the interpretation of these environmental, geologic, and geotechnical conditions, despite the professional care and skill applied by Tetra Tech. Client shall disclose in writing to Tetra Tech any hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the site or which may otherwise affect the Services. If any previously undisclosed hazardous substances or conditions are discovered or reasonably suspected by Tetra Tech during performance of the Services, Tetra Tech may, at its discretion, suspend the Services until reasonable measures can be taken to protect from such hazardous substances or conditions and the scope of the Services, terms and conditions, schedule and compensation are adjusted accordingly. Tetra Tech and Client may, at their discretion, terminate the Agreement.

**Indemnification of Parties.** Tetra Tech and Client shall indemnify and hold harmless the other and their employees, from and against legal liability for all losses, damages, and expenses to the extent caused by their negligent acts, errors, or omissions. In the event such losses, damages, or expenses are caused by the joint or concurrent negligence of Tetra Tech and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. In no event shall Tetra Tech, its officers, directors, and employees be liable for and Client agrees to defend, indemnify and hold harmless, all at its cost and expense, Tetra Tech, its officers, directors, and employees from and against all liabilities, claims, demands, losses, costs, damages, actions, suits or other proceedings (including, but not limited to, any air, ground or water pollution or environmental impairment) by whomsoever made, including claims for bodily injuries, death and physical property loss or damage brought or prosecuted in any manner arising out of or in any manner related to Tetra Tech's performance of the Services that may be made or brought against Tetra Tech for: (i) any claims or causes of action arising out of the ownership, transportation and/or disposal of any contaminated materials; (ii) any claims or causes of action arising out of subsurface conditions or damage to subsurface structures whether owned by Client or any third party, the presence or location of which were not revealed to Tetra Tech by the Client in writing prior to the commencement of Tetra Tech's performance, (iii) any claims or causes of action arising under the Resource Conservation and Recovery Act as amended, the Toxic Substances and Control Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (iv) any third party claims or causes of action; and (v) any expenses incurred by Tetra Tech in connection therewith (including reasonable attorney's fees), as such expenses are incurred.

**Limitation of Liability.** Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Tetra Tech shall be limited to the lesser of the amount paid Tetra Tech as total compensation for the applicable Services and \$50,000. All claims against Tetra Tech shall be deemed waived unless made by Client in writing and received by Tetra Tech within six months after Tetra Tech has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Tetra Tech by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence), statute, strict liability or otherwise, and shall likewise limit the liability of Tetra Tech' affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees.

**Insurance.** Tetra Tech will maintain the following levels of insurance during the term of this Agreement. Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

- a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
- b. Commercial General Liability — \$1M per occurrence for bodily injury, including death and property damage, and \$2M in the aggregate.
- c. Automobile Liability — minimum of \$1M combined single limit for bodily injury and property damage.
- d. Professional Liability (E&O) and Professional Pollution Liability and Contractors' Pollution Liability — \$1M each claim and in the aggregate.

**Confidential Information.** Tetra Tech will not knowingly disclose to others any confidential information furnished by the Client in connection with this project. Any information which the Client intends to be covered by this paragraph shall be clearly marked "confidential." These restrictions do not apply to information that: (i) Tetra Tech had in its possession prior to disclosure by the Client; (ii) becomes public knowledge through no fault of Tetra Tech; (iii) Tetra Tech lawfully acquires from a party not under any obligation of confidentiality to the client; or (iv) is independently developed by Tetra Tech. Tetra Tech and its personnel will not publish, in any technical articles or otherwise, information obtained from this project in a manner that would be identifiable with this project without the prior written consent of the Client.

**Ownership of Documents.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Tetra Tech. Tetra Tech will retain all common law, statutory, and other reserved rights, including the copyright thereto. Tetra Tech shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Tetra Tech.

**Termination.** Either Tetra Tech or Client may terminate this agreement, for whatever cause, by giving seven (7) days' written notice to the other party. Upon such termination, Client shall pay Tetra Tech the costs that Tetra Tech has paid and incurred to the effective date of termination, including any obligations, commitments and unsettled claims plus any charges due and owing by the Client as of the date of termination to include reasonable termination expenses.

**Governing Law and Disputes.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law provisions. In the event of a dispute between the parties regarding performance of any obligation arising under this Agreement, the parties shall attempt in good faith to resolve the dispute through negotiation. If the dispute cannot be settled through negotiation within 14 days after written notice of the dispute is given by one party to the other, then upon service of a written demand by either party, the parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. Mediation shall take place in a mutually agreed location, and the costs of mediation shall be borne equally by the parties. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then upon service of a written demand by either party, any unresolved dispute shall be decided by litigation in a state or federal court located in Los Angeles County Superior Court.

**Relationship of Parties.** Tetra Tech will act solely as an independent contractor of the Client and not as the Client's agent for any purpose. Neither Tetra Tech nor Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Tetra Tech and the Client.

**Third Party Beneficiaries/Reliance.** There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement. Upon the written request of Client, Consultant may, at its sole option, allow third parties to rely on the findings of any report reports or study prepared by Tetra Tech, provided such parties sign and return, unmodified, Tetra Tech's reliance agreement.

**Force Majeure.** Tetra Tech will have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, epidemics, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay and an equitable adjustment shall be made to Tetra Tech's compensation..

**Assignment.** This Agreement may not be assigned or otherwise transferred by the Client without Tetra Tech's prior written consent and any such attempted assignment or transfer shall be void.

**Ethics and Business Practices.** Both parties shall comply with all applicable local, state, and federal regulations and laws, ordinances, rules, and regulations, as well as the U.S. Foreign Corrupt Practices Act, UK Bribery Act, or other law as the may apply.

**Entire Agreement.** The written Agreement constitutes the entire Agreement between the Client and Tetra Tech. It supersedes all prior written or oral agreements, or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representation, statements, or agreements other than those herein expressed. No change or any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an authorized representative of both parties. If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions will remain otherwise in effect.

*Include any attachments checkmarked on the Front Page.*

- SCOPE OF SERVICES (Attachment)
- SCHEDULE (Attachment)
- ADDITIONAL PROVISIONS (Attachment)