

December 14, 2023

Mr. Gino Frabasile, PE
Village Engineer
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

SLR Project No.: 142.21906.P0002

**RE: Drainage System Study
Mamaroneck, New York**

Dear Mr. Frabasile:

SLR Engineering, Landscape Architecture, and Land Surveying, P.C. (SLR) is pleased to provide the enclosed proposal for a stormwater drainage study in the village of Mamaroneck. The proposed work is intended to follow and build upon the flood analysis of the Mamaroneck and Sheldrake Rivers produced by SLR under the Resilient NY Program.

Many businesses in the Mamaroneck commercial district have reported roadway and first floor flooding during heavy precipitation events from an overwhelmed and surcharging stormwater drainage system. Flooding of the Sheldrake River submerges stormwater outfall pipes, contributing to poor drainage.

Under the proposed work, SLR will assist the Village of Mamaroneck (Village) in identifying and analyzing potential mitigation solutions to these flooding issues. SLR proposes to perform hydrologic and hydraulic modeling of the existing municipal drainage system bounded by I-95 to the northwest, the Mamaroneck River to the northeast, the railroad line to the southeast, and Ogden Avenue to the southwest. The goal of the modeling will be to identify the possible causes of flooding in the neighborhood and to use this information to develop and evaluate potential mitigative measures and improvements that can reduce the severity and frequency of flooding events.

The proposed analysis would begin with data collection, field investigations, and hydrologic and hydraulic analysis of the drainage system. Based on the results of the analysis, conceptual drainage improvement scenarios will be developed for discussion and vetting with project stakeholders.

Regards,

SLR Engineering, Landscape Architecture, and Land Surveying, P.C.

A handwritten signature in black ink, appearing to read "Mark Carabetta", is written over a light blue horizontal line.

Mark Carabetta, PWS, CFM
Principal Environmental Scientist
New York Office Manager
mcarabetta@slrconsulting.com

Enclosure

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Scope of Work

Task 1.0 – Field Survey and Data Collection

- 1.1 **Property Owner Outreach** – SLR will draft an introductory letter to be sent to key property owners on Village letterhead, introducing the project team, describing the anticipated work and goals of the study, and requesting any photographs, measurements, or descriptions of past flooding that may be helpful to the study.
- 1.2 **Information Compilation** – Information received from Task 1.1 will be evaluated and compiled into an existing conditions flooding map where key flooding areas and approximate flooding extents are identified. The collected information will be used to help calibrate and “truth” the hydraulic modeling described in Task 2.0.
- 1.3 **Data Collection** – Obtain and review available mapping and other data from the area. It is understood that the Village will provide SLR with scans of detailed mapping of the Village stormwater drainage system dating from 1938, which depicts pipe locations, sizes, slopes, invert elevations, and top of grate elevations. The Village will provide a correction for adjusting the elevations to a modern vertical datum. Other information shall include Geographic Information System (GIS) mapping of topography, drainage basins, utilities, parcel boundaries, impervious coverage, soil types, zoning districts, storm drainage system structures and pipes, and other mapping as available from the Village, the New York State GIS Clearinghouse, and other sources. Mapping will be compiled into a comprehensive base map.
- 1.4 **Utility Information** – Contact local utility companies to identify the location of existing water, sewer, gas, electric, telephone, and cable facilities within the project area. The horizontal and vertical locations of such facilities will be determined to the extent possible based on utility company information.
- 1.5 **Site Assessment and Confirmatory Survey** – Perform a visual observation of the location and condition of catch basins and storm drainage manholes as presented in the Village’s mapping. During this site assessment, the horizontal location of key drainage structures will be confirmed using Global Positioning System (GPS) survey. Key pipe sizes and types will be measured, condition of the structure assessed, and key measurements confirmed. Key ground or headwall elevations, swale dimensions, or additional information will be collected as needed for the refinement of the drainage analysis and conceptual design development.
- 1.6 **Maintenance Assessment** – Prepare a list of recommended maintenance requirements if any are observed during field investigations. This will be limited to maintenance work that should be performed immediately, such as catch basin cleaning or video analysis of a drainage system, and would not include improvements that require engineering analysis or design. Recommendations will be formalized in the final report.

Task 2.0 – Engineering Analysis

- 2.1 **Existing Conditions Model** – Identify potential upland causes of flooding and develop a model of the drainage system affecting flooding in the study area. Modeling of the system will be developed using *AutoCAD Hydraflow Storm Sewers* software. Inputs to this model include the top of frame elevation of structures, pipe invert elevations, pipe sizes, pipe materials and geometry, and the area contributing flow to each structure. Watersheds will be delineated to each inlet in the model, and a Rational Method analysis will be used to estimate runoff to each structure. The generated flow rates will be used to analyze the existing pipe capacities. In evaluating existing drainage systems such as will be the case for this study, *Hydraflow* will be used to identify undersized drainage piping



and roadway inlet capacity issues for the study area. Water surface elevations at the drainage system discharge to the Sheldrake and Mamaroneck Rivers, determined as part of SLR’s previous analysis, will also be evaluated as they relate to backwatering the drainage system and reducing its capacity or effectiveness. Data summary tables and model output of the existing system capacities will be generated with profiles of the existing systems. The profiles and summary tables will be generated from the 2-, 5-, 10-, 25-, 50-, and 100-year events.

- 2.2 Proposed Mitigation Alternatives – Identify and analyze flood mitigation alternatives in the hydraulic model iteratively to find potential solutions that are both feasible and effective. For problem areas involving undersized piping, larger pipes or new outlets may be proposed. For problems involving inlet capacity on the roadway, additional inlets, increased size or additional pipes, or a bypass pipe system may be proposed. At discharge points to the Sheldrake and Mamaroneck Rivers, flap gates may be considered. The analysis will consider recommendations made in the flood analysis of the Mamaroneck and Sheldrake Rivers that would reduce water surface elevations at stormwater discharge points and their effect on storm drainage.
- 2.3 Concept Sketches – Develop conceptual-level sketches of up to three flood mitigation alternatives for each stormwater outfall. This will include a plan view of the improvements along with a typical cross section or detail as necessary.

Task 3.0 – Technical Report of Findings

- 3.1 Cost Opinion – Prepare an Engineer’s Opinion of Probable Cost based upon the conceptual-level designs presented in the report.
- 3.2 Draft Technical Report – Prepare a written report describing the results of Tasks 1.0 and 2.0. The report will present the results of data collection efforts, *Hydraflow* modeling, and identified drainage system improvements. A list of recommended maintenance requirements will be presented. Existing deficiencies and problem areas will be identified, and recommended improvements will be presented. Sketches of the recommended improvements will be presented. Provide copies of the draft memorandum to the Village for review and comment.
- 3.3 Final Report – Modify the memorandum based on comments from the Village and provide up to five print copies and one electronic copy to the Village for its use.

Task 4.0 – Project Coordination Meetings

- 4.1 Coordination Meetings – Attend up to six project coordination meetings. Up to two of these meetings will be in person and the rest will be virtual.

Professional Fees

We will perform the services described above based on the fee schedule outlined below:

Task 1.0 – Field Survey and Data Collection.....	\$55,500
Task 2.0 – Engineering Analysis	\$53,000
Task 3.0 – Technical Report of Findings	\$25,500
Task 4.0 – Project Coordination Meetings.....	\$12,000
Subtotal.....	<u>\$146,000</u>
Direct Expenses.....	<u>\$4,000</u>
Total	<u>\$150,000</u>

A direct cost allowance will be set up for out-of-pocket expenses associated with printing, reproductions, mileage, and mailings. Payments will be made based on actual costs incurred.



Standard Terms and Conditions

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

Exclusions

- Public meetings
- Regulatory permitting
- Pre-permit coordination
- Utility test pits
- Flagging or police protection
- Evaluation of floodproofing concepts of individual buildings or properties
- Federal Emergency Management Agency coordination
- Geotechnical evaluation
- Environmental or chemical assessment
- Preliminary design plans
- Video, ground penetrating radar, or other subsurface inspection
- Confined space or manhole entry
- Dye testing or other connectivity tests

Acceptance

If the above proposal meets with your approval, work may be initiated by signing a copy in the space provided below and returning it to us for our files.

Regards,

SLR Engineering, Landscape Architecture, and Land Surveying, P.C.



Stephen R. Dietzko, PE

Director

sdietzko@slrconsulting.com

Enclosure

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The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)



SLR ENGINEERING, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C.

STANDARD TERMS AND CONDITIONS

This Agreement, which shall include any attachments hereto, is by and between SLR Engineering, Landscape Architecture, and Land Surveying, P.C. ("SLR" or "We") and the party that is the signatory to the Proposal or Engagement Letter that these terms and conditions are attached to ("Client" or "You") (each a "Party" and together the "Parties") and is entered into effective the date of the last signature hereto ("Effective Date"). The signing of this Agreement by the Client and SLR authorizes SLR to carry out and complete the Services as described in the Proposal or Engagement Letter that these terms and conditions are attached to) in consideration of the mutual covenants set forth in this Agreement.

1. SCOPE OF SERVICES: SLR will provide as-requested services ("Services"). Services will be performed pursuant to the Proposal Engagement Letter that these terms and conditions are attached to or the Engagement Letter that terms and conditions are attached to, which shall be incorporated herein and made part of the Agreement. You authorize us to act on instructions, consistent with the agreed scope of Services, which are given in any manner, if we reasonably believe that You or a person with authority to act on your behalf has given those instructions. Any conflicting terms and conditions of purchasing associated with a Purchase Order will be disregarded and the terms and conditions of this Agreement shall prevail.

2. FEE FOR SERVICES: SLR's fee for the Services shall be provided either on a time and materials or fixed fee basis, as established in the Proposal or Engagement Letter that these terms and conditions are attached to. SLR's applicable rates will be listed in the attached Rate Schedule or the Engagement Letter that these terms and conditions are attached to. SLR may adjust its rates from time to time, provided however, that Client shall be provided at least thirty days advance written notice of such adjustment. The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of the Project.

3. EXTRA SERVICES: SLR may also perform consulting tasks in addition to the Services ("Extra Services" or "Changes"), subject to the Parties' mutual written agreement and the terms of this Agreement.

4. PAYMENT TERMS: SLR will, on a monthly basis, or upon the completion of the Services, or as otherwise described in the Proposal or Engagement Letter that these terms and conditions are attached to, submit invoice(s) for the un-billed portion of Services actually completed. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by SLR within said 30 days shall be considered delinquent. SLR reserves the right to include a late payment charge, at a rate of 1 percent per month, for each month an invoice is delinquent. Failure to charge late payment charges will not affect SLR's right and ability to do so going forward. SLR may suspend or terminate any and all of the Services, if payment of any invoiced amount not reasonably in dispute is not received by SLR within 60 days from the date of SLR's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client for such suspension due to Client's breach of payment terms. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

5. TERM: The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by one of the Parties in accordance with these terms, or until work under the Proposal or Engagement Letter that these terms and conditions are attached to.

6. SLR RESPONSIBILITIES

(a) Standard of Performance: SLR will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance. SLR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.

(b) Except where the Proposal or Engagement Letter that these terms and conditions are attached to specifically includes provision of such advice or consideration, the obligations of SLR under this Agreement do not include a duty to advise or undertake any investigation to determine regulatory compliance, the actual or possible presence of pollution, asbestos containing materials, infestation, actual or possible presence of protected or invasive species, or contamination at the Client's site(s) or as to the risks of such matters having occurred, being present or occurring in the future nor shall SLR have any duty to consider such matters as influencing any aspect of the Services to be performed by SLR under this Agreement.

(c) Where the Proposal includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling and/or observation locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions at other such locations or at other times and that SLR's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Although SLR will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions at other locations or at other times are different from those described in SLR's conclusions or recommendations.

(d) If the Proposal or Engagement Letter that these terms and conditions are attached to includes construction observation or observation of explorations, then, on the basis of site observations performed, SLR will keep the Client informed as to the progress and quality of the work and shall endeavor to guard the Client against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. SLR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility. Observations provided by SLR are solely for the benefit of the Client.

7. CLIENT RESPONSIBILITIES

(a) The Client shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by SLR in the performance of the Services.

(b) The Client shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by SLR.

(c) Client shall arrange for access to and make all provisions for SLR to enter upon public and private property as required for SLR to perform the Services. SLR will assist Client in obtaining access, if requested by Client and is part of the Proposal or Engagement Letter that these terms and conditions are attached to. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the Client's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with SLR.

(d) Client is responsible for informing SLR of the locations of any underground structures or utilities. Client will provide all necessary and relevant data and information, including underground services, structures or artificial obstructions and details of the services to be performed by any contractors or consultants, and shall ensure such data is accurate and complete. SLR shall be entitled to rely on such information and will not be responsible for any damage to underground services, structures or obstructions or for any damage, claims, expenses or loss arising as a result of such excavating, boring, probing or the like below existing ground level, unless the locations of the underground services, structures or artificial obstructions on Site are accurately shown on the Client furnished drawings or plans. SLR will not be responsible for inadvertent damage to underground structures or utilities that were not made known to SLR prior to the start of obtrusive activities such as digging or drilling.

(e) The Client acknowledges that it has a duty of care with respect to the health and safety of SLR's employees while they are on the Client's premises or on sites controlled by the Client and confirms it will comply with all applicable health and safety legislation. The Client acknowledges SLR's right to stop work under any circumstances where SLR or its employees consider commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances the Parties will engage as soon as is practicable to agree a resolution to allow work to resume.

(f) Client agrees to advise SLR upon execution of this Agreement of any hazardous substance or material or any other condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents or may present a potential danger to human health, the environment, or SLR's equipment. Client agrees to notify SLR immediately of new, different, or additional information, as it becomes available to the Client. Client shall also, upon execution of this Agreement, provide SLR with copies of any written emergency response procedures for the site as well as information about any safety or other hazards at the site, and a copy of any written health and safety program that may exist for the site.

8. FORCE MAJEURE: Neither Party to this Agreement shall be liable to the other Party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party ("Force Majeure"). Occurrence of a Force Majeure event does not relieve Client of its payment obligations for Services previously rendered hereunder.

9. HAZARDOUS SUBSTANCES: If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "Wastes") are encountered at the site, and if these Wastes require handling, transportation or disposal at an off-site facility, SLR may assist in advising the Client of the Client's options. However, SLR will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any Wastes. Client shall defend, indemnify and hold SLR harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of Wastes on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any Wastes" in the course of SLR's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of SLR is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify SLR from liability in accordance with this section.

10. NO WARRANTY, NO THIRD-PARTY BENEFICIARIES: NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS PROVIDED PURSUANT TO THIS AGREEMENT. It is recognized that the Services performed by SLR are for the benefit of the Client and no other entity. There are no collateral warranties made hereunder and there are no third-party beneficiaries to this Agreement. Client's sole remedy for SLR's failure to meet the Standard of care shall be SLR's re-performance of the deficient Services at no additional cost to You.

11. INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES: All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by SLR hereunder shall be delivered to Client upon final payment for SLR's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the Services or on any other project or any other use without the prior written consent of SLR, and any such use shall be at Client's own risk. All originals of such deliverables shall remain in possession of and the property of SLR. Copies of any electronic media of originals of any of SLR's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary in the Proposal. All the drawings, plans,

specifications, and deliverables prepared by SLR are instruments of SLR's service, and SLR shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including copyright, to them.

12. TAXES: Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the SLR to the Client under this Agreement and such shall be payable by the Client to the SLR in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.

13. ASSIGNMENT: Neither SLR nor Client shall assign this Agreement (except Accounts Receivable) without the prior consent of the other Party, which shall not be unreasonably withheld. SLR may, however, employ any other Party or entity it deems necessary or proper for any part of the work required to be performed by SLR under the terms of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement to a successor in interest or affiliate upon notice to the other party.

14. INDEMNITY: Each Party shall indemnify the other Party, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party in the performance of services under this Agreement. Each Party has an affirmative obligation to notify the other Party of any claims of injury or damage subject to this indemnity. Such indemnity shall exclude damages to the extent they arise as a result of any grossly negligent actions or omissions, willful or reckless misconduct, or fraud by the indemnified Party or its employees, officers, owners, directors or agents. Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto which arises during the course of performance hereunder, for any and all loss or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.

15. DISPUTES: (a) If any dispute, difference or claim arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination) a representative from SLR and a representative of the Client with authority to settle the dispute will, within seven days of a written request from one Party to the other, meet in good faith to resolve the dispute or difference. (b) If agreement in respect of the dispute or disagreement cannot be reached at such meeting or within such time period after the meeting agreed by the Parties, then such dispute or difference shall be addressed through mediation. Within a reasonable time, the Parties shall seek the assistance of a Mediator agreed by the Parties and shall share the costs thereof. (c) If no settlement has been reached within three months of the first appointment of a Mediator or such other date as agreed between the Parties, the mediation shall be deemed to have been unsuccessful and the dispute may be resolved by appropriate litigation, subject to the choice of law, jurisdiction, and venue provisions contained herein. (d) Any claim of whatever nature brought by Client against SLR shall be brought not later than two years after the date of substantial completion of SLR's services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier. (e) In the event of litigation under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at trial, or appeal. Neither Party shall be entitled to the recovery of expert or attorneys' fees, or their respective costs or expenses, as a result of mediation of a dispute

16. LIMIT OF LIABILITY: The entire liability of SLR and SLR's agents, representatives and employees shall be limited to the total amount actually paid to SLR by the Client for Services performed under the Proposal or Engagement Letter that these terms and conditions are attached to pursuant to which the claim arose, whichever is lower.

17. CONSEQUENTIAL DAMAGES: In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

18. CONFIDENTIALITY AND PROTECTION OF DATA: Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. In addition, each Party will comply with its obligations under applicable data protection legislation in the jurisdiction in which it operates. If no such legislation exists, SLR confirms it will comply with the requirements of the UK Data Protection Act 2018 in respect of any personal data provided to it by the Client and reserves the right to seek confirmation of the data protection procedures the Client will apply to personal data provided by SLR. A previously signed nondisclosure agreement between the parties may be made a part hereof by written amendment.

19. INDEPENDENT CONTRACTOR: SLR is an independent contractor. Neither SLR nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint venturers, or employees of Client or to have authority to act for or on behalf of the Client. Without limiting the generality of the foregoing, nothing in this Agreement shall authorize SLR to make any contract, agreement, warranty, or representation on behalf of Client or to incur any debt or other obligation in Client's name.

20. NON-WAIVER: The failure of any Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

21. ENTIRE AGREEMENT, ORDER OF PRECEDENCE, SURVIVAL: This Agreement constitutes the entire agreement between Client and SLR regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both Parties and in writing. In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following order of priority: (1) the Proposal or Engagement Letter that these terms and conditions are attached to, together with agreed amendments or modifications thereto; (2) this Agreement, as amended by the Parties. All

obligations arising prior to the termination of this Agreement (including without limitation the provisions of Section 11) and all provisions of this Agreement allocating responsibility or liability between Client and SLR shall survive the completion of Services hereunder and the termination of this Agreement.

22. COMPLIANCE WITH BRIBERY ACT: Client must hereby agree that it: shall comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), and (because the parent company of SLR is headquartered in the United Kingdom) the UK Bribery Act 2010 (the "Bribery Act") and shall procure that no persons associated with the Client (including an employee, sub-contractor or agent or other third Party working on behalf of the Client or any Group Company) ("Associated Person") shall commit any offense that would violate either the FCPA or the Bribery Act or any act which would constitute a Bribery Offence (as defined in the Bribery Act); (b) has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent any Associated Person from committing a violation of the FCPA or a Bribery Offence; (c) shall not do or permit anything to be done which would cause SLR or any of SLR's employees, sub-contractors or agents to commit a violation of the FCPA or a Bribery Offence or incur any liability in relation to the FCPA or the Bribery Act; and (d) shall notify SLR immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Client's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

23. NON-EXCLUSIVITY: Client understands and acknowledges that SLR has other business interests in addition to the Services to be performed under this Agreement, and, subject to any applicable restrictions on the use of Client provided information, SLR shall not be prevented or barred from rendering services of any nature for or on behalf of any other person, firm, corporation or entity.

24. SUCCESSOR INTERESTS: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties hereto.

25. TERMINATION OR SUSPENSION: Either Party may terminate this Agreement upon ten (10) days written notice to the other. Either Party may terminate this Agreement in the event of a material breach by the other Party but only if said breach is through no fault of the terminating Party and said breach is not corrected before expiration of a reasonable cure period. The Client may at any time by not less than two (2) weeks' notice require SLR to suspend the performance of all or any part of the Services for a specified or unspecified period. On notice of suspension of all or any part of the Services SLR shall cease such suspended Services in an orderly and economical manner compatible with a possible order to restart. If this Agreement is suspended or terminated for any reason, Client shall pay SLR for all Services and Extra Services previously authorized and performed up through the termination date. If Client requests a restart of the Services following a suspension of greater than ninety days, SLR may charge the Client a reasonable restart fee. Lump sum fees, if applicable, quoted in this Agreement shall remain valid for a period of twelve (12) months from the Effective Date, unless otherwise agreed in writing. Thereafter, they may be adjusted in accordance with SLR's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

26. CHOICE OF LAW: The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to its conflict of laws principles, and any litigation hereunder shall be brought in the state or federal courts located within the State of Washington.

27. COUNTERPARTS: This Agreement may be executed in counterparts (and by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.