

HARRIS MILLER MILLER & HANSON INC.

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January 30, 2012

Mr. Dennis Yap, President
DY Consultants
401 Franklin Avenue, Suite 318
Garden City, NY 11530

Subject: Proposal to Provide Noise Assistance Requested by Town of East Hampton
Reference: HMMH Proposal P11-20245R2

Dear Mr. Yap:

In response to your request, I present this proposal by HMMH to work with DY Consultants (DY), in your capacity as General Engineering Consultant for East Hampton Airport, to assist with developing aircraft noise related elements of a comprehensive airport "Management Plan."

Project Background / Understanding

East Hampton (as proprietor) is developing a Management Plan to address safety, noise, and operations at the airport. The proposed plan has been discussed at several public meetings, with consensus recognition that safety and noise management are critical elements. I understand Councilman Dominick Stanzione has publicly led recent efforts for the overall plan.

At your invitation, on January 9, 2012 I participated in airport management meetings in East Hampton (at HMMH's expense) to discuss plan elements specifically relating to aircraft noise. The meetings identified three initial steps to which HMMH could contribute in a valuable manner:

- Advice on prompt establishment of an accurate, automated, and robust database that supports rapid implementation of noise-related elements of the Plan, including data which will enable and support initiation of a Part 161 study process.
- Contribution to fixed-wing and helicopter noise management elements of an Interim Report on the overall Management Plan, including Part 161 related elements.
- Presentation of the Interim Report on the Management Plan to the Town Board.

The focus of these steps is the *identification of essential initial data-collection actions that will assist management in addressing noise concerns and in undertaking preparations for a Part 161 study process, which could ultimately aid in addressing fixed-wing and helicopter noise issues through non-restrictive or restrictive means, as might prove to be most appropriate.* Following general Board consensus on a comprehensive Management Plan, an initial implementation phase will commence, with possible further HMMH assistance, as appropriate.

Scope of Services and Proposed Level-of-Effort

Based on our discussions with airport management representatives, we have identified the following initial tasks for HMMH to assist DY in undertaking over the next month, in preparation for the anticipated presentation to the Town Board, with the projected level of effort for each task noted (in terms of my labor hours, at my billing rate of \$275):

1. Data Needs Assessment

HMMH will assist DY in providing initial advice on critical noise-related data requirements and sources for development and implementation of the Management Plan. Accurate, cost-effective data sources that can be implemented promptly and that offer a reliable basis for a defensible Part 161 process will be a priority. Specific advice will be provided on individual and combined capabilities of contract services, including the PlaneNoise, Vector, and AirScene products. Estimated level of effort: 9 hours at \$275 = \$2,475.

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Mr. Dennis Yap, President, DY Consultants
Proposal to Provide Noise Assistance Requested by Town of East Hampton
January 30, 2012
Page 2

2. Noise Management Planning

HMMH will assist DY to identify initial actions supportive of a Part 161 process that ultimately enables management to address helicopter and other aviation noise issues in a locally appropriate and justifiable manner. We will contribute noise-related elements to the preparation of a "First Interim Report," in PowerPoint format, scheduled for presentation to the Town Board in late February 2012. Estimated level of effort: 9 hours at \$275 = \$2,475.

3. Presentation of the "First Interim Report" to the Town Board

I will travel to East Hampton to assist in the presentation of the "First Interim Report" on the Management Plan to the Town Board in late February. Estimated level of effort (including travel time): 16 hours at \$275 = \$4,400. Estimated out-of-pocket expense: \$600. Total estimated task budget: \$5,000

Consulting Terms and Conditions and Anticipated Budget

HMMH will provide services through DY to the Town of East Hampton on a time-and-materials basis, in accordance with the HMMH "Standard Terms and Conditions" provided with this proposal. As noted above, I estimate that we can complete the three initial steps for an overall budget of \$9,950.

Further assistance will be provided, as requested, on these same terms.

Please indicate acceptance of this proposal by signing and dating on the lines provided below.

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We appreciate the opportunity to assist you and the Town of East Hampton on this very important project. Please do not hesitate to contact me with any questions.

Sincerely yours,

HARRIS MILLER MILLER & HANSON INC.



Ted Baldwin
Senior Vice President

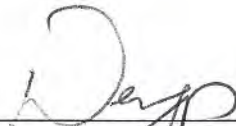
enc.

c: D. Stanzione, East Hampton
J. Brundige, HTO
P. Kirsch, KKR
W. Castillo, DY

**Proposal
Terms and
Conditions
Accepted by:**

Signature: _____
Printed Name: _____
Printed Title: _____

Date: _____


Dennis Yap
President
02/09/2012

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STANDARD TERMS AND CONDITIONS for Professional Services

1. **TERMS OF OFFER:** Performance of services by HMMH is subject to the terms and conditions set forth herein. No modification shall be effective unless in writing and signed by an authorized representative of HMMH. These terms, when attached to a letter proposal or other document specifying a scope of services and a budget, shall constitute a contract (Agreement) between HMMH and the hiring party (Client).
2. **PROFESSIONAL SERVICES:** HMMH shall be reimbursed for its services as either (i) Fixed price, or (ii) Time & materials. Fixed price work shall be billed monthly on the basis of the percent of work complete, rather than on an hours-spent basis. Time & materials work shall be reimbursed on the basis of the number of hours expended by each consultant and assistant on the project, multiplied by the applicable hourly rate for each such employee, plus expenses incurred. HMMH's current rates for each employee classification are set forth below:



<u>Classification</u>	<u>Hourly Rates</u>
Supervisory Consultant	\$220.00 - \$275.00
Principal Consultant/Engineer/Scientist	\$165.00 - \$250.00
Senior Consultant	\$115.00 - \$180.00
Senior Programmer/Software Support Consultant	\$145.00 - \$245.00
Consultant	\$95.00 - \$135.00
Graphics/Information Specialist	\$70.00 - \$105.00
Technical/Staff Assistant/Project Support	\$65.00 - \$100.00
Senior Project Support	\$155.00 - \$190.00

HMMH may adjust the standard rates charged to Client for particular employees from time to time. Time spent in travel during normal business hours will be charged as consulting time. Since travel outside normal business hours may constitute a significant use of employees' time, HMMH reserves the right to charge for time spent in such travel.

HMMH will charge a premium for courtroom appearances and for time spent giving depositions or expert testimony, or providing similar litigation support services.

3. **OTHER SERVICES AND COSTS:** Other services and expenses provided by HMMH, including but not limited to computer time, instrument usage, and illustration, shall be provided at HMMH's standard commercial rates for such services, according to the attached table which may be updated by HMMH from time to time. Costs incurred by HMMH for travel and subsistence, and for supplies and services obtained from third parties, including but not limited to reprographic and subcontractors' services, shall be billed at HMMH's cost plus a 10% handling charge.
4. **INVOICING AND PAYMENT:** Invoices shall be rendered monthly, and are payable in U.S. dollars within 30 days of receipt. Deposits/retainers may be required, at the discretion of HMMH management, and will be credited against the final invoice. HMMH will assess a late charge of 12% per annum (or 1% per month) on unpaid balances beyond a 5-day grace period.

5. **TAXES AND DUTIES:** All sales and use taxes, customs duties, fees for permits, and similar charges applicable to services provided or to tangible or intangible items delivered to Client, shall be paid by Client in addition to any other fees of HMMH. Any such payments that must be made directly by HMMH shall be reimbursable as costs pursuant to the terms of Paragraph 3.
6. **LIABILITY AND INSURANCE:** HMMH carries Worker's Compensation and Employer's Liability Insurance, Comprehensive General and Auto Liability Insurance, and Professional Errors and Omissions insurance. Certificates of insurance will be furnished on request. **HMMH shall not be liable for any special, incidental, or consequential damages.**
7. **UNFORESEEN CIRCUMSTANCES:** HMMH shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, and strikes or other labor disputes.
8. **ANNOUNCEMENTS:** Use of HMMH's name by Client in any announcements concerning the project for which HMMH's services are performed, for promotional or advertising purposes, or in litigation with third parties shall require HMMH's prior written approval.
9. **TERMINATION:** Either party may terminate this Agreement in whole or in part at any time by written notice to the other; such notice is effective upon receipt. In the event of such termination, HMMH shall be paid in accordance with this Agreement for services rendered and expenses incurred or committed to before and including the date of termination.
10. **GOVERNING LAW:** Interpretation, construction, and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.
11. **RIGHTS IN WORK PRODUCT:** HMMH shall retain title to and copyright of the products of its work under this Agreement, but (subject to Paragraph 8) grants to Client a royalty-free, nonexclusive, nontransferable license (i) to make and use each invention or improvement thereto, which is or may be patentable or copyrightable under U.S. law and is conceived or first reduced to practice by HMMH in the performance of services hereunder and (ii) to use, duplicate, disclose, or otherwise dispose of all computer software and all other recorded information (such as graphs or data tables) delivered to Client in the performance of services hereunder. Any reuse by Client of such data or information shall be at Client's sole risk and expense.

