

MEMORANDUM OF UNDERSTANDING

Nevele -R, LLC

THIS MEMORANDUM OF UNDERSTANDING (The "Memorandum") made this 13th day, of May, 2014 by and between Tri-State Associated Services, Inc.- DBA: ColorPage ("Vendor") and ~~Nevele Resort Casino and Spa~~, Government Center, 5th Floor, Ellenville, NY 12428; (845) 647-6000; info@nevele.com ("Customer") regarding the "Nevele Gaming Facility Application Project"

WHEREAS Vendor and Customer have agreed to enter into an understanding in which the Vendor has agreed to exclusively perform all necessary printing and graphic related services as it relates to the Customer's Gaming Facility Application Project.

AND WHEREAS Vendor and Customer desire to enter into this Memorandum, setting out the terms, conditions and services to be provided by such understanding and collaboration on the project below.

1. MISSION. The mission of this Memorandum is to provide the framework for the project.
2. COOPERATION. The project activities may include, but are not limited to:

Part	Description	# of Binders per Set	# of Sets	Total # of Binders
Binders				
1	Custom manufactured - 3" Slant D Ring - Foil Stamped On Front Cover and Spine with NEVELE Branding - Design and Material selection To-Be-Determined	17	30	510
2	Binder labeling - Variable Imprinted Badge Inserts for front and spine - Design and Material selection TBD	17	30	510
3	Slip Cases for Binders - calculation based on # of binders with 3 / slip case - finished in the same material as the binders - **** REQUIRES Detail	6	30	180
4	Design & Artwork Production for Binders & Labeling note requirements: Union Bug, Made in NYS , Recycled Paper FSC			

Part	Description	# of tabs per bank (per set)	# of Binders with Tabs	Total # of Tabs
Tabs				
1	tabs unknown # per binder - tabs are custom made - paper 12 pt printed two sided, drilled 3 holes 5/16"- color coordinated - labeled with description code or title - quantity and paper type TBD ----- **** NOTE Tabs will require a detailed breakdown on separate worksheet	5	85	2,550
2	Logistics, Design & Artwork Production for Tabs			

Part	Description	Approx Pages per set	Number of Binders	May 13, 2014 Total Number Of Impression Pages
Application Printing				
1	APPLICATION BODY Pages 8.5x11 - Digitally Printed Full Color Pages 3 Hole Drill - Paper 60lb White FSC RECYCLED Post-Consumer Waste - printed two sided	10,000	30	300,000
2	PULL OUT Pages 17x11 - Digitally Printed Full Color 3 Hole Drill - Folded to 8.5x11 - accordion - Paper 60lb White FSC RECYCLED Post-Consumer Waste - printed one sided	50	30	1,500
3	Large format Prints site drawings and plans (24x36) - Stand Alone - inserted into pockets - printed full color, one sided - folded right angle to (what size??)	5	30	120
4	Pockets to hold "large image prints" - custom made with 5" Pockets printed full color ***** should pockets have labeling on them so describes what is in them	4	30	120

Part	Description	total binders	minutes / binder	Total hours
Binder Finishing and Assembly and QC				
1	Assembly - collate tabs into application body, 1) insert application with tabs into binders 2) insert pull outs 3) insert large image prints into pockets - 4) insert proper Variable labeling into binder spines and covers ----- 5) insert binders into slip cases - carton pack	512	12	102
2	Quality Control Proofing - proofers final review proofing page sequencing, tabs in place in order, proper binder w/ proper labeling, inserts and pull outs all in order, QC print quality, QC Binders quality -- (this step happens prior to step 5) above	512	10	85

Part	Description	number of binders needing flash drives	extras	Total # of Flash Drives
Memory Sticks				
1	Flash drives - branded NEVELE - wood engraved 32 gig each Standard Colors: natural wood tone Characteristics: Natural Wooden Case with logo printing and removable cap. Product Materials: Wood: maple, rosewood, walnut Physical Size: 60 x 19 x 10 mm Imprint Area: 23 x 16 mm	20	25	45

3. RESOURCES.

A. Vendor hereby agrees to provide the following resources in respect to the project:

- 1) Dedicated sales manager as liaison for entire project - respond to Customer questions
- 2) Dedicated production management of entire project
- 3) Quality Process Control over seen by assigned dedicated QC Manager
- 4) 24/7 Digital Printing Machine Time with extended after hour service support from manufacture to assure 95%+ uptime
- 5) Eco- Friendly, Made In NYS, FSC Certification on all feasible parts which will include: Printing, Paper, Binder Manufacturing, Design
- 6) Secure facility with 24/7 monitoring alarm service

B. Customer hereby agrees to provide the following resources in respect to the project:

- 1) Dedicated contact person "Project Manager" oversee entire project, providing guidance and prompt respond to Vendor questions and proof approval requests.
- 2) Provide timely detailed instructions (a document structure key no later than May 19,2014) and print ready files for each "Part" of the project inclusive of, but not limited to:
 - a. Information to be contained on the Binder covers and spines – text file
 - b. Information to be contained on the tabs - clearly indicating sections and there position and associated binders – text file
 - c. All application body content – provided in PDF format, broken down in sections with labeling that can be clearly understood by a dependable hierarchical file naming method. The file names should allow for clarity as to where each section fits in regards to each section Tab.
 - d. File size for memory sticks (currently proposed 32 Gig for entire document)
- 3) Revenue - Deposit upon signing this memorandum, Balance upon completion of project.

4. PAYMENT. Customer will provide the sum of \$ 50,000.00 as a down payment upon signing this memorandum to cover costs of preliminary services and material purchases provided by Vendor prior to completion. – An estimate of the total cost of services will be provided by the Vendor after receipt of project detailed specifications.

5. PUBLIC ANNOUNCEMENTS. Neither you nor we will make a public announcement of the proposed transaction by this memorandum of understanding without the prior written approval of the other, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this memorandum of

understanding and the transactions contemplated hereby to your and our, and your and our respective affiliates', officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this memorandum of understanding.

- 6. **BROKER'S FEES.** All parties have represented to each other that no brokers or finders have been employed who would be entitled to a fee by reason of the transaction contemplated by this Memorandum.
- 7. **PERFORMANCE.** Vendor is not liable for a failure to perform any of his obligations if the failure was due to an impediment beyond his control such as the Customers failure to meet obligations with regards to deliverable and or provide necessary information for Vendor to complete his work.
- 8. **MISCELANEOUS.** This Memorandum shall be governed by the substantive laws of the State of New York without regard to conflict of law principles. This Memorandum constitutes the understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This Memorandum may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Memorandum. This Memorandum shall be construed according to its fair meaning and not strictly for or against either party.

If the foregoing terms and conditions are acceptable to you, please so indicate by signing the enclosed copy of this Memorandum and returning it to the attention of the undersigned.

Sincerely,

Tri-State Associated Services, Inc. 71 TenBroeck Ave. Kingston NY 12401 (845) 331-7581

By: [Signature]

Date 5/29/14

Title: President

Authorized Representative

ACCEPTED AND AGREED

(Nevele - R, LLC)

~~Nevele Resort Casino and Spa~~, Government Center, 5th Floor, Ellenville, NY 12428; (845) 647-6000

By: [Signature]

Date 5/19/14

Title: M. R. Treanor
CEO

Nevele Authorized Representative

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (the "Addendum") dated May 13, 2014 supplements the Memorandum of Understanding (the "Memorandum") by and between Tri-State Associated Services, Inc.- DBA: Color Page ("Vendor") and Nevele-R, LLC ("Customer") regarding the **"Nevele Gaming Facility Application Project."**

WHEREAS Vendor and Customer have entered into an understanding in which the Vendor has agreed to exclusively perform all necessary printing and graphic related services as it relates to the Customer's **"Nevele Gaming Facility Application Project"**, and

WHEREAS the information provided by the Customer to the Vendor is highly confidential and the Customer and Vendor intend for such information to remain confidential, the following provisions are to be part of the Memorandum between Vendor and Customer:

9. Confidentiality.

9.1. Vendor acknowledges and agrees that any Confidential Information (as defined herein), (a) disclosed to Vendor and its employees and agents by Customer, or (b) developed by Customer or Vendor in connection with the performance of the Services, shall be maintained in confidence by Vendor and access to such information shall be limited to only those persons in Vendor's organization having a need to know such information. All employees of Vendor, together with any third parties engaged by Vendor with the consent of Customer shall be made aware of the confidentiality requirements of this Agreement and shall be bound thereby.

9.2. The term "Confidential Information" as used herein means: (a) any written or tangible information furnished by Customer to Vendor; and (b) any information learned by Vendor in the course of performing services pursuant to this Agreement, including, without limitation, technical and business information, knowledge, processes, specifications, equipment, trade secrets, patents, patent applications, studies, plans, designs and production samples. "Confidential Information" shall not include any such information that: (a) prior to disclosure, is known to the public, or after disclosure, becomes generally known or available to the public through no act or omission of the Vendor in violation of this Agreement or applicable law; (b) is already known to Vendor and was properly obtained by Vendor prior to the effective date of this Agreement; (c) is acquired by Vendor in good faith from a third party who is lawfully in possession of such information and is not subject to an obligation of confidentiality or non-use owed to Customer or others; or (d) is disclosed pursuant to a requirement of law, provided that Vendor has complied with the provisions set forth in this Section 9.

9.3. In the event that Vendor receives a request from a court of competent jurisdiction, a governmental body or any other third party to disclose all or part of the Confidential Information, Vendor agrees: (a) to immediately notify Customer of the request and the circumstances surrounding the request; (b) to give Customer a reasonable opportunity to initiate legal proceedings to oppose such disclosure; and (c) to furnish only that portion of the Confidential Information that is required to be disclosed.

9.4. Notwithstanding any provision of this Agreement to the contrary, the provisions of this Section 9 shall survive the expiration of this Agreement.

10. Extraordinary Measures

In the event Customer determines, at any time, that the performance of the services has not progressed or reached the level of completion required by this Agreement, Customer shall provide Vendor with written notice of Customer's determination. Upon receipt of such written notice, Vendor shall have one (1) day to provide Customer with a satisfactory plan to address Customer's concerns. In the event Vendor fails to provide Customer with a satisfactory plan within said one (1) day period, Customer shall have the right to order Vendor to take immediate corrective measures necessary to expedite the progress of services, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the services complies with the stage of completion required solely for the purpose of ensuring the Vendor's compliance with the schedule.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of May 29, 2014 ("Effective Date").

Tri-State Associated Services, Inc.

By: [Signature]

Title: [Signature]

Date: 5/29/14

Nevele-R, LLC

By: [Signature]

Title: CEO

Date: May 29, 2014

PARTNERS

John M. Tozzi, P.E.
Edward V. Woods, P.E.
Rold G. Sovey, P.L.S.



May 17, 2012

Mr. Michael Treanor
Nevele Investors, LLC
PO Box 388
Elenville, New York 12428

RE: Proposal for Transportation Engineering Services, Nevele Resort, Town of Warwarsing, Ulster County, NY; CME Proposal No. 12-068

Dear Mr. Treanor:

Creighton Manning Engineering, LLP is pleased to submit this proposal to provide Transportation Engineering Services to assess the impacts associated with the re-development of the Nevele Grand Hotel with a resort to include hotel, spa, and gaming facilities. The following scope of services was developed based on our review of the proposed project and discussions in the team meetings on March 29, 2012 at the Ulster County offices and on April 17, 2012 at the Whitman Osterman Hanna offices. This revised scope of services supersedes the Scope of Services dated April 27, 2012 and is based on additional phone conversations with your office.

ENGINEERS
PLANNERS
SURVEYORS

SCOPE OF SERVICES

TRAFFIC ENGINEERING SERVICES

TASK I – PROJECT INITIATION

Subtask I.A. Scoping: Prior to conducting detailed traffic analysis, Creighton Manning will coordinate with the appropriate municipal, county and State agencies to confirm the scope of work, specifically the study area. It is expected that discussions/meetings will take place with the following:

- Town of Warwarsing
- Town of Elenville
- Ulster County
- New York State Department of Transportation, Region 8

It is estimated that the above scoping coordination tasks will include meeting/coordination time with an assumption that meetings are likely to take place over two separate days.

Subtask I.B. Background Information. Creighton Manning will obtain background traffic and roadway information such as traffic counts, planned improvements, and/or approved development projects in the area from the above listed agencies. The Town of Wurtsboro, south of the project site, will also be contacted. NYSDOT Region 9 will be contacted to obtain information on any

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planned roadway improvements, specifically regarding improvements to the Route 17 corridor.

TASK II – DATA COLLECTION

Subtask II.A. Traffic Counts. Intersection turning movement counts will be conducted at the following intersections during a Friday PM peak from 4:30 to 6:30 p.m. and a Sunday PM peak hour from 3:00 to 5:00 p.m.

- US Route 209/Canal Street (NY Route 52)
- US Route 209/Center Street (NY Route 52)
- US Route 209/County Road 172
- US Route 209/NY Route 17 westbound Exit 113 Ramps
- US Route 209/NY Route 17 eastbound Exit 113 Ramps
- US Route 209/Nevele Road

Automatic traffic recorders (ATR) will be placed on Nevele Road and on US Route 209 in three locations to collect continuous traffic volume and speed data for a period of several days including a weekend.

Creighton Manning will conduct travel time runs on the US Route 209 corridor and adjacent roadway networks to determine the most feasible and efficient routes for patrons of the site to utilize when traveling to/from the resort. It is estimated that up to five different travel paths will be investigated. These travel time runs will be utilized in the distribution of trips onto the roadway network.

Subtask II.B. Existing Roadway Conditions. Existing roadway and traffic control conditions will be verified at the study area intersections. Information such as lane use, pedestrian accommodations, pavement width, shoulder width, signal timings, transit accommodations, and speed limits will be documented at the study area intersections.

Sight distance will be measured on US Route 209 at the potential intersection created with the extension of Arrowhead Road.

TASK III – TRAFFIC ANALYSES

Subtask III.A. Background Traffic Volumes. Background traffic volumes will be estimated for one design year representing full build-out of the site based on historical traffic growth trends and a regression analysis. Traffic from other approved developments located in the area will be included, as applicable. These volumes will represent future traffic condition *before* the project opens.

Subtask III.B. Trip Generation. The peak hour trip generation of the proposed site will be estimated based on data published by the Institute of Transportation Engineers in the latest version of *Trip Generation*. The trip generation at the site will also consider other available trip generation data for resort/gaming type facilities.

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The trip generation assessment will include the potential trip reductions associated with shuttle bus or park and ride facilities that would allow for the parking of passenger vehicles off-site. These trip reductions will be considered for both patrons and employees at the site and will be confirmed with the project development team prior to conducting any analysis.

Subtask III.C. Trip Distribution/Traffic Assignment. The origins and destinations of traffic generated by the site will be estimated and distributed onto the local roadway network. The trip distribution patterns will be based on a review of existing traffic patterns and an assessment of the probable travel routes of drivers traveling to and from the project site. The trip generation will be applied to the trip distribution, resulting in the trip assignment. The trip assignment will be combined with the No-Build traffic volumes yielding future Build conditions, which represent traffic volumes *after* the project is complete.

The traffic volumes at the new site driveway location will include the diversion of any existing traffic volumes traveling in the vicinity of the site to the existing Honor's Haven development.

Subtask III.D. Analysis. Traffic analyses will be conducted at the study area intersections, identified in Subtask II.A, according to the procedures set forth in the *Highway Capacity Manual*. The analysis will result in a level of service for each of the study area intersections for the Existing, No-Build, and Full Build-out conditions.

Analysis for the new site access driveway will be included for the Build conditions and will evaluate modifications to the existing intersection of Nevele Road with US Route 209.

The relative impact of the land use development will be determined by comparing the Build levels of services at the study area intersections. The need for various roadway, circulation, or traffic control improvements, if any, will be analyzed to mitigate poor operating conditions and provide adequate access to and from the site. The build condition analysis will include review of traffic signal warrant criteria at the main site driveway intersection. Turn lane criteria will also be reviewed at the site driveway and other study area intersections as applicable. Any required mitigation will be summarized on conceptual drawings on aerial mapping. This scope of services does not include detailed design of potential mitigation. Creighton Manning will identify thresholds for any identified off-site improvements. The thresholds will identify the magnitude of trip generation associated with the improvement to help schedule them in with the construction phasing of the project.

Subtask III.E. Temporary Gaming Impact Assessment. A traffic analysis will be conducted to determine the traffic impacts associated with the opening of a temporary gaming facility at the site. The impacts of the temporary facility will include peak hour traffic impacts for both employee and patron travel as well as additional traffic associated with construction workers at the main site. The

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temporary gaming alternative will focus on the same study area intersections identified for the full traffic impact study. If the need for off-site mitigation is identified, Creighton Manning will work with the project team to identify the size of the temporary facility that could be constructed without the need for mitigation.

Subtask III.F. Residential Housing Alternative. A sensitivity analysis will be conducted for the Build condition assuming the lands on the west side of US Route 209 are developed with workforce housing. The assessment will include a review of a potential reduction in the employee trips to and from the site due to their ability to walk to and from work. This alternative will focus on the same study area intersections identified in the full traffic impact study.

TASK IV – REPORT

A technical report will be prepared that will include the following:

- Written text including appropriate graphics to present the existing and future traffic volumes.
- Results of the traffic analyses conducted including details on the trip generation and any trip credits associated with transit and/or shuttle trips to and from the site.
- Summary of the expected impacts and recommended improvements, if any, to accommodate the site traffic flows.
- Summary of the traffic assessment for the temporary gaming facility.
- A discussion of the expected travel paths for patrons of the site beyond the roadway network studied in detail as part of the traffic impact study.
- Summary of the sensitivity analysis for the development of workforce housing on the parcel on US Route 209 opposite the Nevele Resort.
- Technical Appendix.

The Client will be provided a draft report for review and comment. A final report will be prepared that addresses the Client's comments.

HIGHWAY DESIGN SERVICES

The following Scope of Services identifies the efforts necessary to advance design efforts commiserate with the level necessary to ensure constructability and to identify environmental impacts suitable for incorporation into a GEIS. Pending approval of the environmental documents and acceptance of the highway improvement concepts, Creighton Manning will submit a supplemental to progress detailed design and permitting efforts.

This scope has been prepared assuming the following:

- The design of a new access intersection and widening at NY Route 209 and extension of Arrowhead Road. Both a signalized intersection widening and a modern roundabout concept will be considered.

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- The design of improvements at one offsite intersection. It is anticipated based on previous traffic impact studies in the area that intersection improvements will be required at the intersection of NY Route 209 and Sullivan County Road 172.

Survey Services

It is anticipated that survey services will be provided by others.

Design and Coordination Services

The basic elements of the Design and Coordination Services anticipated to develop the environmental plans are outlined below.

- A field visit will be made to verify existing conditions and review the proposed access point and potential improvements.
- Preparation of proposed design criteria and a conceptual improvement plan. Subsequent coordination with the New York State Department of Transportation (NYSDOT) and Ulster and/or Sullivan Counties to review the design criteria and conceptual improvement plans. This task will likely require one (1) meeting with the NYSDOT and one (1) meeting with the County. Upon agreement with NYSDOT, Creighton Manning will then progress Design layouts (including rough grading) suitable to determine constructability and environmental impacts (if any).
- Coordination with the Chazen Companies to match proposed site work and for inclusion in the environmental documents.

Development of Environmental Plans

Creighton Manning will develop the plans in accordance with the requirements of the current NYSDOT *Highway Design Manual*, and other applicable design guidelines. These plans will be developed at 1"=20' scale, and will show horizontal and vertical control, intersection geometry, lane widths, typical highway sections, pavement composition, lane tapers, storage lanes, and approximate grading limits.

A preliminary construction cost estimate will be completed using a line item for contingencies and other levels of detail not yet progressed at the time of the submission.

We will coordinate with the Client to get preliminary acceptance of the concepts. Upon receipt of review comments from the Client, we will revise the plans accordingly and submit three sets of 11" x 17" size Concept Plans to the NYSDOT and Ulster and/or Sullivan Counties for their review and comment.

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Design and Coordination Assumptions

1. Advanced Detail Plans or Construction Plans are not included in this proposal.
2. Coordination of the NYSDOT Highway Work Permit process is not included at this time.
3. Contract Administration services for purposes of sending this design out to bid are not included.
4. Substantial alterations to design at a time after plan submission are considered a supplemental, negotiable fee. This is only effective when a change in design compounds a multiple number of drawings and was not foreseeable by Creighton Manning.
5. Extra Work shall not be undertaken without prior written approval from the Client. All additional services shall be based on Creighton Manning's hourly rates for various labor categories in effect at the time work is requested.
6. Any fees (including Highway Work Permit fees) required by State, County, or local agencies or any regulatory authority are excluded from this Proposal.
7. This Proposal assumes that roadway drainage design will be conceptual in nature and generally will follow existing conveyances. Design of the final drainage system will be part of the Final Design Supplemental once the Environmental process is complete or at the direction of the Client. If design of the overall drainage system is required, it will be considered Extra Work.
8. Design work completed under this Supplemental will identify the locations and approximate dimensions of retaining walls. Structural design of retaining walls will be extra work and part of the Final Design Contract.
9. This proposal does not include involvement in the NYSDEC SEQR process. Design work included in this Supplemental will be coordinated through the Chazen Companies for incorporation into the GEIS.
10. Along the highway and roadway sections, storm water runoff will be conveyed using linear methods of erosion reduction which will be identified as part of this Supplemental. Final Design and Construction drawings will be included as part of the Final Design Contract.

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ENVIRONMENTAL ENGINEERING

The following Scope of Services identifies the efforts necessary to provide air quality and noise studies associated with the transportation impacts of the project to identify environmental impacts for incorporation into the GEIS.

TASK I –AIR QUALITY STUDY

An air quality analysis will be conducted based on the standards followed by the New York State Department of Environmental Conservation (NYSDEC) and the New York State Department of Transportation (NYSDOT) as outlined in Chapter 1 of The Environmental Manual (TEM).

Microscale Air Quality Screening

We will conduct an air quality screening at all the intersections included in the Traffic Impact Analysis for full development of the site. The air quality screening will include a level of service screening, followed by a capture criteria screening and a volume threshold screening, where applicable. It is assumed that all of the study area intersections will “screen out” and will not require a detailed microscale air quality analysis. If the results indicate the need for a detailed air analysis, an additional supplemental work authorization will be submitted to complete the analysis.

Mesoscale Analysis

We will conduct a review of the mesoscale analysis screening criteria contained in Chapter 1 of TEM. It is assumed that the project will screen out from requiring a detailed mesoscale analysis and will not require further analysis. If the results indicate the need for a detailed mesoscale analysis, an additional supplemental work authorization will be submitted to complete the analysis.

Particulate Matter Analysis

A particulate matter analysis will be required for this project based on the policy outlined in Chapter 1 of TEM. The analysis would include an assessment of PM₁₀ and PM_{2.5} for the No-Build and Build conditions at the three signalized intersections with the highest traffic volumes. The analysis will be conducted using the latest version of the CAL3QHC dispersion model using inputs from the Mobile 6 emission factor tables. It is assumed that a violation of the particulate matter threshold will not occur and additional refined analysis will not be required.

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Construction Impacts

A qualitative discussion of construction related impacts will be included in the study.

Documentation

The results of the air quality analysis will be summarized in a technical report suitable for submission to all reviewing agencies. The documentation will include a discussion of ambient background air quality in the project area based on a review of the most recent data available at NYSDEC monitoring stations.

TASK II - NOISE ANALYSIS

Creighton Manning will perform a noise study to determine the impacts due to the increase in traffic associated with the re-development of the Nevele Resort. The analysis will be conducted consistent with the methodologies specified in Chapter 4 of NYSDOT's TEM and the NYSDEC's Assessing and Mitigating Noise Impacts. Creighton Manning will perform noise measurements, analyze the data, compare the existing to the proposed noise levels, and compare the results to the existing municipal noise policies and New York State guidance.

Data Collection

Creighton Manning will determine the existing noise levels in the project corridor by conducting field measurements at up to four receiver locations using an ANSI Type II device capable of measuring the sound pressure level using an "A weighted" response. Each site will require three, 20 minute monitoring periods during the afternoon peak periods during the weekday and on a Sunday. It is assumed that 24-hour measurements and interior analysis will not be required for this project. The noise measurement locations will be determined based on a review of the surrounding roadway network and associated land uses.

Analysis

A traffic noise model of the project area will be developed using the latest version of the Federal Highway Administrations (FHWA) Traffic Noise Model computer program (TNM). Using the measurement data obtained at and near the site, the TNM model will be calibrated to represent the existing noise environment and terrain. Once the model is calibrated, predicted traffic noise levels can be determined.

From the measurements and subsequent evaluation/analysis, traffic noise levels within the affected project area will be determined for the build conditions by incorporating the expected traffic changes into the noise model. The results of the analysis will be compared to the guidelines presented in the NYSDEC Program Policy and the NYSDOT Noise Policy. It is assumed that a noise abatement analysis will not be required for the project. If the need for noise abatement is determined, it will be handled under a separate supplemental agreement.

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The following assumptions are applicable to the noise study:

- Noise impacts associated with on-site operations will be studied by others.
- Analysis and design of noise mitigation, including noise walls and terrain modification, would require a supplement to this scope of work.
- It is assumed that USGS mapping or similar will be suitable for use in the noise analysis.

Documentation

Creighton Manning will document this study in a technical findings report prepared for the client, suitable for inclusion in the GEIS.

Environmental Engineering Option A- In order to reduce the efforts during the DGEIS development stage, a second option to provide a qualitative assessment of the transportation air and noise impacts is proposed. This option would include a qualitative discussion of existing and future potential air and noise in the study area as they relate to vehicular traffic. This option would not include any detailed calculations or analysis; however, would provide adequate details to deem the DGEIS complete in regard to these environmental impacts.

TEAM AND PUBLIC MEETINGS

TASK I – TEAM MEETINGS

It is estimated that regularly scheduled team meetings will take place through the approval process for this project. For estimating purposes it is assumed that a one hour meeting will take place bi-weekly for a one year period. It is also expected that several in-person team meetings will take place as well. For estimating purposes it is assumed that four team meeting will take place during the study phases of the project.

TASK II – PROJECT MEETINGS

In addition to the team meetings, it is expected that Creighton Manning will be asked to attend public meetings with review agencies to present the results of the traffic study. For estimating purposes it is expected that Creighton Manning will be asked to attend two public presentation meetings.

TASK III – RESPONSE TO AGENCY AND PUBLIC COMMENTS

At this time it is difficult to predict the level of comments that may be received on this project from both review agencies and the public. For estimating purposes it is assumed that approximately 40 hours will be required for response to agency and public comments. Creighton Manning reserves the right to modify the scope of this work with the client if deemed necessary.

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SCHEDULE

Creighton Manning is available to begin work on this project immediately upon your Notice to Proceed. A draft traffic report will be completed within six weeks of completion of the data collection and obtaining all necessary data from the client and other agencies. The Highway and Environmental studies will commence after the results of the traffic study have been determined.

FEE

Creighton Manning proposes to complete the Scope of Work for a **lump sum fee per Task** as outlined below:

Traffic Engineering Services	\$37,500
Highway Design Services	\$15,600
Environmental Services	\$17,800
Option A	\$ 2,500
Team and Public Meeting Services	\$20,500 (to be billed hourly)

A retainer in the amount of **\$15,000** is required for this work. The retainer will be applied to the last invoice on the project.

The person signing the proposal represents that he or she is authorized to legally bind the Client for payment of all bills incurred. Invoices will be mailed monthly, based upon the percent complete and will not exceed \$5,000 per month. Payments will be due upon receipt.

The Fee and Schedule are valid for a period of 60 days. After that, Creighton Manning reserves the right to modify the Fee and Schedule based on company backlog and current conditions.

ASSUMPTIONS

Creighton Manning Engineering, LLP is aware that land use proposals are subject to change as projects become more refined. To the extent possible, Creighton Manning will address evolving issues as they arise within this budget. However, there are several instances where additional work may be requested and/or required, which would be billed as "extra work." "Extra work" would only be initiated after the Client is informed of the nature of the work and associated costs. "Extra work" may include the following:

- 1) Re-analysis based on a revised land use scenario or site plan, after Creighton Manning has completed this portion of work based on the original plan.
- 2) Analysis of additional intersections, peak hours, or additional land use scenarios.
- 3) Attendance at additional meetings beyond the four team meetings and two public meetings identified in the scope of services.

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- 4) Detailed design of off-site roadway improvements.
- 5) Response to public and agency comments of a magnitude greater than identified in the scope of services.

Thank you for the opportunity to submit this Proposal. If it is acceptable, please sign one copy and return it for our records. Receipt of the signed proposal and retainer will serve as our Notice to Proceed.

Respectfully submitted,
Creighton Manning Engineering, LLP


Wendy C. Holsberger, P.E., PTOE
Associate

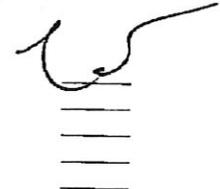
CONTENTS NOTED AND APPROVED:

CME Proposal No. 12-068

Please check all scope items for approval:

- Traffic Engineering Services
- Highway Engineering Services
- Environmental
- Meetings

- Full Scope
- Option A



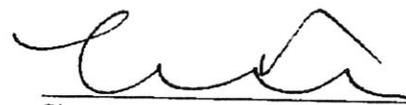
Michael Treanor
Name (Please Print)

Nevele Investors, LLC
Company Name (Please Print)

P.O. Box 3388
Street

Ellenville, NY 12428
City/State/Zip

F:\Proposals\2012\12-068 Nevele Resort\12-068 traffic scoperevised.doc

 5/23/12
Signature Date

9083036700
Telephone

City/State/Zip

Billing through Kerr Brown @
KBrown



Preliminary Project Schedule

	2012							2013											
	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Traffic Impact Study			X	X	X														
Highway Design					X	X	X												
Environmental					X	X	X												
Option A					X														
Meetings/Comments			X	X	X	X	X	X	X	X	X	X	X	X					

Effort Summary (based on detailed scope of services):

Traffic Impact Study- approximately 370 man-hours

Highway Design-approximately 160 man-hours

Environmental- approximately 175 man-hours

Environmental Option A- approximately 25 man-hours

Meetings/Comments:

Meetings- approximately 115 hours (includes bi-weekly, team, public)

Comment Responses- approximately 40 hours



The following Creighton Manning Engineering, LLP standard hourly rates would apply to extra work completed through December 2012:

TITLE	HOURLY BILLING RATE
Senior Project Manager	\$165
Project Manager	\$140
Senior Engineer	\$135
Senior Project Engineer	\$115
Landscape Architect.....	\$110
Project Engineer	\$100
Asst. Project Engineer/Planner	\$85
Senior Engineering Technician	\$110
CADD Technician	\$80
Engineering Technician	\$75
Chief of Survey.....	\$130
Survey Analyst	\$110
Survey Party Chief	\$75
Survey Instrument Person	\$55
Construction Manager.....	\$135
Construction Inspectors	\$60-120
Administrative Assistant	\$60

ENGINEERS
PLANNERS
SURVEYORS



November 13, 2013

Mr. Michael Treanor
Nevele Investors, LLC
PO Box 388
Elenville, New York 12428

RE: Revised Supplemental Work Authorization #2, Transportation Engineering Services, Nevele Resort, Town of Warwarsing, Ulster County, NY; CME Proposal No. 12-068 SWA#2

Dear Mr. Treanor:

Creighton Manning Engineering, LLP is pleased to submit this proposal to provide supplemental Transportation Engineering Services to assess the impacts associated with the re-development of the Nevele Grand Hotel and the design of mitigation measures to address the anticipated impacts. To date two authorizations have been provided to Creighton Manning to provide transportation engineering services. The initial authorization was based on our review of the proposed project and discussions in the team meetings on March 29, 2012 at the Ulster County offices, on April 17, 2012 at the Whitman Osterman Hanna offices and additional phone conversations with your office. The second authorization was to address comments from CHA Associates, the Town of Warwarsing Engineering Consultant.

This updated document summarizes the full scope of services to be completed by Creighton Manning Engineering for the March 2014 EIS submission and work to be completed beyond the initial EIS submission date.

TRAFFIC ENGINEERING

PROJECT INITIATION

Creighton Manning will continue to coordinate with the appropriate municipal, county and State agencies to confirm the scope of work, specifically the study area. It is expected that discussions/meetings will take place with the following:

- Town of Warwarsing
- Town of Elenville
- Ulster County
- New York State Department of Transportation, Region 8

Creighton Manning will obtain background traffic and roadway information such as traffic counts, planned improvements, and/or approved development projects in the area from the above listed agencies. The Town of Wurtsboro, south of the project site, will also be contacted. NYSDOT Region 9 will be contacted to obtain information on any planned roadway improvements, specifically regarding improvements to the Route 17 corridor.

TRAFFIC DATA COLLECTION

Traffic data collected at the following study area intersection in 2012 will be utilized in the analysis:

- US Route 209/Canal Street (NY Route 52)
- US Route 209/Center Street (NY Route 52)
- US Route 209/County Road 172
- US Route 209/NY Route 17 westbound Exit 113 Ramps
- US Route 209/NY Route 17 eastbound Exit 113 Ramps
- US Route 209/Nevele Road
- US Route 209/Warren Street
- US Route 209/Maple Avenue
- US Route 209/NY Route 55
- US Route 209/NY Route 55/US Route 44
- Nevele Road/Arrowhead Road

Automatic traffic recorders (ATR) data collected in 2012 on Nevele Road and on US Route 209 in three locations will be utilized in the study.

Creighton Manning will utilize travel time runs collected on the US Route 209 corridor and adjacent roadway networks in 2012 to determine the most feasible and efficient routes for patrons of the site to utilize when traveling to/from the resort. These travel time runs will be utilized in the distribution of trips onto the roadway network.

Existing roadway and traffic control conditions collected in 2012 will be verified at the study area intersections. Information such as lane use, pedestrian accommodations, pavement width, shoulder width, signal timings, transit accommodations, and speed limits was documented at the study area intersections.

Sight distance was measured on US Route 209 at the potential intersection created with the extension of Arrowhead Road. It is estimated that sight distance measurements may be required at one additional location based on potential modification to the site access driveway with NY Route 209.

Creighton Manning will obtain the latest three years of available accident data from the New York State Department of Transportation (NYSDOT) at all of the study area intersections. The Town of Warwarsing, Village of Ellenville, and Ulster County will also be contacted regarding available accident records for the same time period.

TRAFFIC ANALYSES

Accident Analysis. The accident data obtained at the study area intersections will be summarized in tabular form to determine general vehicular safety conditions in the study area. Any intersections identified by the State as High Accident Locations (HALs) and/or Priority Investigation Locations (PILs) will be documented.

Emergency Access. The discussion of emergency access to the site will be expanded to include vehicle turning movement diagrams for emergency vehicles and large vehicles to ensure adequate operations through the site.

Background Traffic Volumes. Background traffic volumes will be estimated for one design year representing full build-out of the site based on historical traffic growth trends and a regression analysis. Traffic from other approved developments located in the area will be included, as applicable. These volumes will represent future traffic condition *before* the project opens.

The peak hour trip generation of the proposed site will be estimated based on data published by the Institute of Transportation Engineers in the latest version of *Trip Generation*. The trip generation at the site will also consider other available trip generation data for resort/gaming type facilities.

The trip generation assessment will include the potential trip reductions associated with shuttle bus or park and ride facilities that would allow for the parking of passenger vehicles off-site. These trip reductions will be considered for both patrons and employees at the site and will be confirmed with the project development team prior to conducting any analysis.

Trip Distribution/Traffic Assignment. The origins and destinations of traffic generated by the site will be estimated and distributed onto the local roadway network. The trip distribution patterns will be based on a review of existing traffic patterns and an assessment of the probable travel routes of drivers traveling to and from the project site. The trip generation will be applied to the trip distribution, resulting in the trip assignment. The trip assignment will be combined with the No-Build traffic volumes yielding future Build conditions, which represent traffic volumes *after* the project is complete.

The traffic volumes at the new site driveway location will include the diversion of any existing traffic volumes traveling in the vicinity of the site to the existing Honor's Haven development.

Analysis. Traffic analyses will be conducted at the study area intersections, identified in Subtask II.A, according to the procedures set forth in the *Highway Capacity Manual*. The analysis will result in a level of service for each of the study area intersections for the Existing, No-Build, and Full Build-out conditions.

Analysis for the new site access driveway will be included for the Build conditions and will evaluate modifications to the existing intersection of Nevele Road with US Route 209.

The relative impact of the land use development will be determined by comparing the Build levels of services at the study area intersections. The need for various roadway, circulation, or traffic control improvements, if any, will be analyzed to mitigate poor operating conditions and provide adequate access to and from the site. The build condition analysis will include review of traffic signal warrant criteria at

the main site driveway intersection. Turn lane criteria will also be reviewed at the site driveway and other study area intersections as applicable. Any required mitigation will be summarized on conceptual drawings on aerial mapping for inclusion in the traffic study. The scope of services for design of off-site mitigation is included below. Creighton Manning will identify thresholds for any identified off-site improvements. The thresholds will identify the magnitude of trip generation associated with the improvement to help schedule them in with the construction phasing of the project.

Residential Housing Alternative. A sensitivity analysis will be conducted for the Build condition assuming the lands on the west side of US Route 209 are developed with workforce housing. The assessment will include a review of a potential reduction in the employee trips to and from the site due to their ability to walk to and from work. This alternative will focus on the same study area intersections identified in the full traffic impact study.

REPORT

A technical report will be prepared that will include the following:

- Written text including appropriate graphics to present the existing and future traffic volumes.
- Results of the traffic analyses conducted including details on the trip generation and any trip credits associated with transit and/or shuttle trips to and from the site.
- Summary of the expected impacts and recommended improvements, if any, to accommodate the site traffic flows.
- A discussion of the expected travel paths for patrons of the site beyond the roadway network studied in detail as part of the traffic impact study.
- Summary of the sensitivity analysis for the development of workforce housing on the parcel on US Route 209 opposite the Nevele Resort.
- Technical Appendix.

The Client will be provided a draft report for review and comment. A final report will be prepared that addresses the Client's comments.

Traffic Evaluation Assumptions

Creighton Manning Engineering, LLP is aware that land use proposals are subject to change as projects become more refined. To the extent possible, Creighton Manning will address evolving issues as they arise within this budget. However, there are several instances where additional work may be requested and/or required, which would be billed as "extra work." "Extra work" would only be initiated after the Client is informed of the nature of the work and associated costs. "Extra work" may include the following:

- 1) Re-analysis based on a revised land use scenario or site plan, after Creighton Manning has completed this portion of work based on the original plan.
- 2) Analysis of additional intersections, peak hours, or additional land use scenarios.

HIGHWAY DESIGN SERVICES

The following Scope of Services identifies the efforts necessary to advance design efforts commiserate with the level necessary to prepare design development level drawings, ensure constructability and to identify environmental and right-of-way impacts suitable for incorporation into a GEIS. In addition, anticipating the need for construction documents shortly after the Gaming Commission submission the subsequent tasks and fees are included below.

This scope has been prepared assuming the following:

- The design of a new access intersection and widening at NY Route 209 and extension of Arrowhead Road. Both a signalized intersection widening and a modern roundabout concept will be considered.
- The design of improvements at one offsite intersection. It is anticipated based on previous traffic impact studies in the area that intersection improvements will be required at the intersection of NY Route 209 and Sullivan County Road 172 (assumed traditional intersection layout (not a roundabout)).

Survey Services

The basic elements of the Survey Services are outlined below.

- Fieldwork necessary to complete a base mapping survey of one offsite intersection (4 leg intersection, 500 feet each leg) and the entrance into the site on Route 209.
- Research and fieldwork necessary to establish the ROW boundaries at both locations.
- Coordination of mapping with site (Chazen).
- Preparation of 4 right-of-way acquisition maps.

Design and Coordination Services

The basic elements of the Design and Coordination Services anticipated to develop the environmental plans are outlined below.

- A field visit will be made to verify existing conditions and review the proposed access point and potential improvements.
- Preparation of proposed design criteria and a conceptual improvement plan. Subsequent coordination with the New York State Department of Transportation (NYSDOT) and Ulster and/or Sullivan Counties to review the design criteria and conceptual improvement plans. This task will likely require one (1) meeting with the NYSDOT and one (1) meeting with the County. Upon agreement with NYSDOT, Creighton Manning will then progress Design layouts as summarized below.
- Coordination with the Chazen Companies to match proposed site work and for inclusion in the environmental documents.

Development of Concept Plans (30% Complete)

CM will develop a concept plans for the intersections identified above in accordance with the requirements of the current NYSDOT *Highway Design Manual*, and other applicable design guidelines. These plans will be developed at 1"=40' scale, and will show intersection geometry, lane widths, typical highway section, traffic control, lane tapers and storage lanes, and signal modifications.

We will coordinate with the Client to obtain preliminary acceptance of the concept by providing three sets of 11"x 17" size Preliminary (30% complete) Plans for review and comment. Upon receipt of review comments from the Client, the plans will be revised as necessary and three sets of 11" x 17" size Concept Plans will be submitted to NYSDOT for their review and comment.

Development of Advance Detail Plans (80% Complete)

Upon receipt of comments from NYSDOT, CM will progress the design of the offsite transportation improvements and develop plans for this in accordance with the requirements of the current NYSDOT *Highway Design Manual*, and other applicable design guidelines. We expect the following plan sheets will be prepared as part of the Preliminary submission.

Highway Construction Plans

- Title Sheet
- Index and Legend
- Typical Section
- Survey Baseline Ties
- Miscellaneous Details and Tables
- General Construction Plans including drainage, signing, lighting and striping
- Profile Sheets
- Sediment and Erosion Control
- Traffic Signal Plans and Details
- Maintenance and Protection of Traffic

The materials, construction methods, basis of measurement, and payment will be consistent with the most recent NYSDOT Standard Specifications and Standard Construction Sheets (as amended).

Specifications for specialized items related to the highway design will be provided to the Client by CM. This proposal does not include preparation of bid documents.

The 80% complete level of detail construction plans and construction cost estimate will be developed by CM and submitted to the Client (assume 3 sets of 11"x17" plans). We will meet or conference call with the Client to discuss any comments related to the plans. Upon acceptance, or receipt of review comments from the Client, we will revise the plans accordingly and submit three (3) sets of 11" x 17" size plans to the NYSDOT for their review and comment.

Included in this effort are the design, details and documentation to provide Chazen for the preparation of a comprehensive SWPPP for the obtaining a SPDES permit prior to construction.

Development of Final Plans (100% Complete)

Upon receipt of comments from NYSDOT and notice to proceed from the client, the design and the plans will be progressed and revised as appropriate.

The final level of detail construction plans and construction cost estimate will be developed by CM and submitted to the Client (assume 3 sets of 11"x17" plans). We will meet or conference call with the Client to discuss any comments related to the Advance Detail Plans. Upon acceptance, or receipt of review comments from the Client, we will revise the plans accordingly and submit three (3) sets of 11" x 17" size plans to the NYSDOT for their review and comment. The HWP forms will be completed and submitted to the client at this point.

Contract Documents and Specifications

Preparation of the Construction Contract Documents will be completed by others. However, CM will provide special specifications for items that vary from the standard NYSDOT item specifications.

Design and Coordination Assumptions

1. Contract Administration services for purposes of sending this design out to bid are not included.
2. Substantial alterations to design at a time after plan submission are considered a supplemental, negotiable fee. This is only effective when a change in design compounds a multiple number of drawings and was not foreseeable by Creighton Manning.
3. Extra Work shall not be undertaken without prior written approval from the Client. All additional services shall be based on Creighton Manning's hourly rates for various labor categories in effect at the time work is requested.
4. Any fees (including Highway Work Permit fees) required by State, County, or local agencies or any regulatory authority are excluded from this Proposal.
5. Design work completed under this Supplemental will identify the locations and approximate dimensions of retaining walls. Structural design of retaining walls will be extra work and part of the Final Design Contract.
6. This proposal does not include involvement in the NYSDEC SEQR process. Design work included in this Supplemental will be coordinated through the Chazen Companies for incorporation into the GEIS.

7. Along the highway and roadway sections, storm water runoff will be conveyed using linear methods of erosion reduction which will be identified as part of this Supplemental.
8. Infiltration testing is not included.
9. Landscaping beyond establishing turf is not included as part of the highway design.
10. Utility agreements or utility designs are not considered part of this Agreement.
11. This proposal does not include construction inspection, which we will provide an estimate of at the 80% plan submission. These services are required as part of the NYSDOT permit for construction in the NYSDOT public right-of-way.
12. This proposal assumes the off-site highway work will move forward to NYSDOT permit application submission by June of 2014. Delays to the project schedule will necessitate a Supplemental Agreement to compensate for added coordination efforts.

ENVIRONMENTAL ENGINEERING

The following Scope of Services identifies the efforts necessary to provide air quality and noise studies associated with the transportation impacts of the project to identify environmental impacts for incorporation into the GEIS.

AIR QUALITY STUDY

An air quality analysis will be conducted based on the standards followed by the New York State Department of Environmental Conservation (NYSDEC) and the New York State Department of Transportation (NYSDOT) as outlined in Chapter 1 of The Environmental Manual (TEM).

Microscale Air Quality Screening

We will conduct an air quality screening at all the intersections included in the Traffic Impact Analysis for full development of the site. The air quality screening will include a level of service screening, followed by a capture criteria screening and a volume threshold screening, where applicable. It is assumed that all of the study area intersections will "screen out" and will not require a detailed microscale air quality analysis. If the results indicate the need for a detailed air analysis, an additional supplemental work authorization will be submitted to complete the analysis.

Mesoscale Analysis

We will conduct a review of the mesoscale analysis screening criteria contained in Chapter 1 of TEM. It is assumed that the project will screen out from requiring a detailed mesoscale analysis and will not require further analysis. If the results indicate

the need for a detailed mesoscale analysis, an additional supplemental work authorization will be submitted to complete the analysis.

Particulate Matter Analysis

A particulate matter analysis will be required for this project based on the policy outlined in Chapter 1 of TEM. The analysis would include an assessment of PM₁₀ and PM_{2.5} for the No-Build and Build conditions at the three signalized intersections with the highest traffic volumes. The analysis will be conducted using the latest version of the CAL3QHC dispersion model using inputs from the Mobile 6 emission factor tables. It is assumed that a violation of the particulate matter threshold will not occur and additional refined analysis will not be required.

Construction Impacts

A qualitative discussion of construction related impacts will be included in the study.

Documentation

The results of the air quality analysis will be summarized in a technical report suitable for submission to all reviewing agencies. The documentation will include a discussion of ambient background air quality in the project area based on a review of the most recent data available at NYSDEC monitoring stations.

NOISE ANALYSIS

Creighton Manning will perform a noise study to determine the impacts due to the increase in traffic associated with the re-development of the Nevele Resort. The analysis will be conducted consistent with the methodologies specified in Chapter 4 of NYSDOT's TEM and the NYSDEC's Assessing and Mitigating Noise Impacts. Creighton Manning will perform noise measurements, analyze the data, compare the existing to the proposed noise levels, and compare the results to the existing municipal noise policies and New York State guidance.

Data Collection

Creighton Manning will determine the existing noise levels in the project corridor by conducting field measurements at up to four receiver locations using an ANSI Type II device capable of measuring the sound pressure level using an "A weighted" response. Each site will require three, 20 minute monitoring periods during the afternoon peak periods during the weekday and on a Sunday. It is assumed that 24-hour measurements and interior analysis will not be required for this project. The noise measurement locations will be determined based on a review of the surrounding roadway network and associated land uses.

Analysis

A traffic noise model of the project area will be developed using the latest version of the Federal Highway Administrations (FHWA) Traffic Noise Model computer program (TNM). Using the measurement data obtained at and near the site, the TNM model will be calibrated to represent the existing noise environment and terrain. Once the model is calibrated, predicted traffic noise levels can be determined.

From the measurements and subsequent evaluation/analysis, traffic noise levels within the affected project area will be determined for the build conditions by incorporating the expected traffic changes into the noise model. The results of the analysis will be compared to the guidelines presented in the NYSDEC Program Policy and the NYSDOT Noise Policy. It is assumed that a noise abatement analysis will not be required for the project. If the need for noise abatement is determined, it will be handled under a separate supplemental agreement.

The following assumptions are applicable to the noise study:

- Noise impacts associated with on-site operations will be studied by others.
- Analysis and design of noise mitigation, including noise walls and terrain modification, would require a supplement to this scope of work.
- It is assumed that USGS mapping or similar will be suitable for use in the noise analysis.

Documentation

Creighton Manning will document this study in a technical findings report prepared for the client, suitable for inclusion in the GEIS.

TEAM MEETINGS

Team Meetings

It is estimated that regularly scheduled team meetings will take place through the approval process for this project. For estimating purposes it is assumed that a one hour meeting will take place bi-weekly for a five months. It is also expected that several in-person team meetings will take place as well. For estimating purposes it is assumed that three team meeting will take place during the study phases of the project.

Attendance at public meetings and response to public and/or agency comments are not included in this scope of services. It is noted that the initial scope of services estimated approximately \$9,100.00 for these two tasks. **It is noted that it is expected that some agency coordination will be required during the initial process to obtain agreement with the proposed off-site mitigation prior to completing design plans.**

Transportation Evaluation Schedule

Creighton Manning is available to begin work on this project immediately upon your Notice to Proceed. A draft traffic report will be completed within six weeks of completion of the data collection and obtaining all necessary data from the client and other agencies. Data collection for the Environmental studies will begin immediately upon your Notice to Proceed and analysis will commence after the results of the traffic study have been determined. The Design team will prepare to start work immediately upon receiving your Notice to Proceed and work toward 80% plans for the Gaming Commission submission by March 1, 2014.

Extra Work Efforts

Although efforts were made to identify an accurate scope of work, sometimes unforeseen site changes or agency requests result in work limit revisions or design changes that alter the Scope of the project. To the extent possible, CM will address evolving issues as they arise within this budget. However, should the changes or requests result in significant revisions, our Fee would be adjusted appropriately following your notification and approval.

FEE

Creighton Manning proposes to complete the Scope of Work for a **lump sum fee per Task** as outlined below. Note that the initial traffic scope fee was \$37,500 with an supplemental scope added based on comments on the scoping document of \$25,500 for a total traffic fee of \$63,000. To date \$27,090.00 has been invoiced for work already completed on the traffic scope leaving a fee of \$35,910 remaining for traffic work. .

Remaining Traffic Engineering Services	\$35,910
Survey Base Mapping Development (2 locations)	\$26,000
Research and Prepare Right-of-Way Maps (4)	\$12,000
Highway Design Services thru 80% plans	\$88,000
Environmental Services	\$21,800
Team Meetings	\$6,600

Total Lump Sum Fee for March 1, 2014 EIS Submission \$190,310

The progressing of final construction documents and securing a NYSDOT permit will take place after the March 1, 2014 submission and can be conducted for the following **lump sum fee**:

NYSDOT Permit/Construction Documents	\$36,000
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The accounts receivable currently outstanding is \$22,965.00 (not including the \$15,000 retainer). In order to proceed with work this payment must be received. In addition, as a result of the aggressive schedule and anticipated effort, it is requested that the retainer amount be increased from \$15,000 to \$50,000. Therefore, an increased retainer payment of \$35,000 is also required. The retainer will be applied to the last invoice on the project.

The person signing the proposal represents that he or she is authorized to legally bind the Client for payment of all bills incurred. Invoices will be mailed monthly, based upon the percent complete and will not exceed \$60,000 per month. Payments will be due upon receipt.

March 7, 2014

Mr. Michael Treanor
Nevele Investors, LLC
PO Box 388
Ellenville, New York 12428

RE: Supplemental Work Authorization #3, Transit Planning Services, Nevele Resort, Town of Warwarsing, Ulster Co., NY; CM Proposal No. 12-068 SWA#3

Dear Mr. Treanor:

As discussed, this proposal is for transit planning services for the above referenced project. We have teamed with Steadman Hill Consulting to provide the following scope of services.

TRANSIT PLANNING SCOPE OF WORK

The work in this study would take place under nine tasks, with additional time for study documentation and project meetings/calls.

1. Assess Existing Service – In this task, an inventory of existing transit service to the Ellenville area will be compiled, including publicly and privately operated service.
2. Review Market Assessment – Analysis of the market for the proposed casino will be reviewed, both in terms of potential employees and potential patrons. This information will be used to develop areas for potential service development.
3. Estimate Employee Trip Demand – With information provided by the developer, we will estimate the total trip demand by employees.
4. Estimate Hourly Demand – A temporal analysis will be undertaken, using information provided by the developer, to estimate the times of day when service will be needed to meet demand from employees.
5. Assign Employees to Geographic Areas – The total employee demand will be subdivided by transportation corridor, using results of the market assessment and other demographic analysis.
6. Evaluate Shuttle Stops – Specific locations for access to bus or shuttle services will be identified, including park & ride locations or important intermodal transfer points.
7. Assess Rail Service – To the extent that rail lines will be used for transit access to Ellenville, the coordination of schedules and available capacity will be evaluated.
8. Develop Sketch Plan – The results of prior work will be gathered in this task to create a sketch plan for transit access to the proposed casino. The plan will include routes, stops and potential schedules.
9. Estimate Costs – The capital and operating costs associated with the sketch plan will be estimated. If desired, revenue estimates can be developed, which would offset some of the operating costs.
10. Documentation – The results of the work in this study will be documented in a draft and final report.

11. Meetings/calls – We will participate in conference calls as needed and will make one trip to Ellenville for field reconnaissance and meetings.

Schedule and Fee

We are available to begin work immediately and can complete the initial draft report within four weeks of receipt of authorization to proceed, and the updated Market Analysis study. We propose to complete the Scope of Work for a **lump sum fee of \$11,500**. Invoices will be submitted monthly based on percent complete and are due upon receipt

The person signing the proposal represents that he or she is authorized to legally bind the Client for payment of all bills incurred. The Fee and Schedule are valid for a period of 60 days. After that, Creighton Manning reserves the right to modify the Fee and Schedule based on company backlog and current conditions.

Thank you for the opportunity to submit this Proposal. If it is acceptable, please sign one copy and return it for our records. Receipt of the signed proposal and retainer will serve as our Notice to Proceed.

Respectfully submitted,
Creighton Manning Engineering, LLP



Mark A. Sargent, P.E.
Manager Transit


Wendy C. Holsberger, P.E., PTOE
Manager Traffic Engineering

**CONTENTS NOTED AND APPROVED:
CME Proposal No. 12-068, SWA#3Revised**

<u>Michael R. Treanor</u>		<u>3/16/14</u>
Name (Please Print)	Signature	Date
<u>Nevele-R LLC</u>	<u>845 647 6000</u>	
Company Name (Please Print)	Telephone	
<u>Government Center</u>	<u>Ellenville, NY 12428</u>	
Street	City/State/Zip	



April 8th, 2014
Revised May 6th, 2014

Mr. Michael Treanor
Nevele-R LLC
P.O. Box 388
Ellenville, NY 12428

Re: Nevele Casino
Ellenville, New York
Engineering Fee Proposal

Dear Mr. Treanor:

We are pleased to submit our proposal for providing you with Engineering Services in connection with the above referenced project. This letter shall constitute our proposed arrangement for providing these services for the project, and will form the basis of our formal agreement. Based on your request for proposal and the **'Build-To Program v 6.1, of April 30, 2014'**, we understand the scope of project and services as outlined below.

I. SCOPE OF PROJECT

1. The existing Nevele Resort will be demolished and renovated as a new Casino, Hotel, and Resort facility. Preparing demolition drawings of the existing building is not part of our scope of services.
2. The Retail areas, Spa, Pool, and Food service areas will be full MEP fitout. We have included shell-and-core fitout only for the Ice Arena.
3. Back-of-house lighting design only is included by E&Z. Site lighting and decorative lighting by others.
4. Energy Model, LEED services, solar panel design and other components of sustainability will be by others. We will provide MEP requested information for this effort.
5. **We are providing drawings in BIM LOD 300.**

II. SCOPE OF ENGINEERING SERVICES

1. Mechanical
 - a. Heating: New oil-fired boiler plant for space heating utilizing hot water.
 - b. Air-Conditioning: E&Z will prepare an analysis of the various AC systems that are applicable for the project, which will include the advantages & disadvantages of each option. We expect the owner to make a decision prior to issuing Schematic Design. Central Plant (chiller system) design has not been included.
 - c. Outside Air Systems for (public corridors, guestrooms, front-of-house areas, back-of-house areas, and kitchen makeup air).
 - d. Outside Air System for guestrooms shall be provided with natural ventilation through openable windows and doors.



Mr. Michael Treanor
April 8th, 2014
Revised May 6th, 2014
Page 2

- e. Toilet Exhaust will be provided for the toilet rooms in the (guestrooms, public areas and amenity areas).
 - f. We have included kitchen exhaust duct risers for the food service areas.
 - g. No commercial laundry or laundry exhaust is included.
 - h. Parking Garage Exhaust System and associated carbon monoxide monitoring system will be provided.
 - i. General Exhaust Systems will be provided for the MEP Rooms and Back-of-House Areas.
 - j. Mechanical Smoke Control System will be provided.
 - k. Post-Fire Smoke Purge System for public corridors and areas of assembly.
 - l. Stair/Hoistway Pressurization System as required by Code or per the owner standards.
 - m. Generator: Combustion air, engine exhaust, flue/ventilation systems, fuel oil storage and fuel oil pumping systems.
 - n. Space Conditions: E&Z will coordinate the mechanical room sizes and locations with the owner and architect, including vertical shafts and offsets for ducts and piping.
 - o. E&Z will provide floor plans showing ducts and piping. Ductwork drawings will include volume dampers, motorized dampers, fire dampers, and fire-smoke damper locations. Double-line ductwork shall be shown in mechanical rooms, for major ducts, and in areas where tight coordination is required with other trades.
 - p. E&Z will provide air riser diagrams, water riser diagrams, fuel oil riser diagrams, equipment schedules, flow diagrams, details, etc.
 - q. E&Z will work directly with a BMS vendor to develop the BMS specifications and sequence of operation. The BMS vendor awarded the project will provide the control wiring diagrams.
2. Electrical
- a. Electric Service: Provide electric load letter to the utility company, and coordinate new Point of Entry (POE) to the site.
 - b. Based on preliminary discussions with the Utility Company, we anticipate two (2), 13.2 KV feeders from diverse upstream substations. Each feeder will have an ultimate capacity of 10 MVA. The feeders will terminate in a Utility Company approved metering cubicle and then distribute underground to an indoor Electric Service room or outdoor Service Yard.
 - c. A 100% back-up generator plant will back-up the entire facility in the event of a Utility Power Failure. We anticipate four (4) 2.5 MW generators and 13.2 KV paralleling switchgear. Underground 13.2 KV feeders will serve each individual building or load with either indoor or outdoor substations.
 - d. Space Conditions: E&Z will coordinate the Main Switchgear Room and satellite electrical room sizes and locations with the owner and architect, including vertical shafts and offsets for conduits.
 - e. Distribution: Design will include new electric services switches, current transformer cabinets, switchgear, distribution boards, distribution panels, and panels for a complete electric distribution system.
 - f. Lighting: Lighting-circuiting drawings for the lighting design and layout as shown on reflected ceiling plans provided by the architect. E&Z will prepare the lighting layout and specifications for the mechanical-electrical rooms, parking garage, and storage rooms. Emergency lighting will be integral with the specified light fixtures, or concealed and surface mounted battery packs with heads, or connected to the emergency generator.
 - g. Receptacles: Receptacle-circuiting drawings for the receptacle design and layout as shown on electric/telephone plans provided by the architect. E&Z is not responsible for locating receptacles and outlets on our floor plans.



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- h. Low-Voltage Systems: We will indicate line voltage, empty conduits, backboxes and stub-ups for HVAC controls, telephone, data, audiovisual and security systems if requirements are specified. Layout of low-voltage outlets and devices shall be indicated on the architectural backgrounds. E&Z is not responsible for locating these outlets & devices on our floor plans. We will coordinate our design portion with the telecommunication, security and audiovisual consultants.
 - i. Lightning Protection System where applicable.
 - j. Equipment-circuiting drawings for the mechanical, plumbing and fire protection equipment designed by this office.
 - k. Battery-Inverter system for emergency lighting.
 - l. Emergency Power System: Emergency generator, automatic transfer switches, emergency distribution panels, and associated feeders and branch circuiting.
3. Plumbing
- a. Utility Services: Coordinate new Point of Entry (POE) for the plumbing utilities as outlined below.
 - Domestic Water Service: Prepare calculations and submit to Civil Engineer.
 - Sewer: Prepare calculations and submit to Civil Engineer.
 - Our fee assumes that there is a Civil Engineer on the project to perform these services, as well as the storm water calculations, and underground foundation drainage design.
 - b. Metering: Utility Metering and/or Sub-Metering as applicable.
 - c. Space Conditions: E&Z will coordinate the room sizes and locations with the architect/owner for the water service(s), water booster pumps, sewage ejectors pumps, gas meters and gas booster pump, including vertical shafts and offsets for piping.
 - d. Domestic Cold Water: Pumps, gravity tanks, suction tanks, filtration system, pressure reducing valves, hose bibs, and complete distribution risers and piping.
 - e. Domestic Hot Water: Hot water generation system, including pumps, storage tanks, circulating pumps, and complete distribution risers and piping.
 - f. Sanitary & Vent: House trap, sewage ejector pumps, and complete distribution risers and piping.
 - g. Storm: House trap, sump pumps, roof and terrace drains, storm water leaders, and storm water detention system.
4. Fire Protection:
- a. Fire Water Service: Coordinate new Point OF Entry (POE) with the utility company.
 - b. Space Conditions: E&Z will coordinate the Fire Pump Room size and location with the owner and architect, including vertical shafts and offsets for piping.
 - c. New pumps, gravity tanks, risers, floor control valves, riser control valves, and distribution piping for standpipe and sprinkler systems, hose cabinets, and Siamese connections.
 - d. Complete sprinkler mains, branch piping and sprinkler heads throughout the building.
 - e. Pre-Action System for IT rooms and UPS rooms
 - f. Dry Pipe System for Parking Garage
5. Fire Alarm
- a. New fire alarm control panel, central station, fused disconnect switches (power service requirements), data gathering panels, and new risers (power, data, and communication).
 - b. New fire alarm devices.
 - c. New fire alarm devices for amenity areas, back-of-house areas and MER's.
 - d. E&Z will prepare the required floor plans, riser diagram and details required for a complete design.



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6. Technology: E&Z can provide telephone, data, Internet and cable television design services. See Add-Alternate Services in Compensation Section below. Also see Attachment for Technology Scope of Services.

III. COMPENSATION

1. **Basic Services**: Our fee for the scope of project and services described above, shall be the following lump sum amounts, exclusive of reimbursable expenses:

	FEE		
	MEP	Telecom	Security
Design of Documents			
April	\$73,500	\$5,000	\$4,500
May	\$122,500	\$15,000	\$13,500
June	\$122,500	\$20,000	\$9,000
July	\$190,000	\$25,000	\$18,000
August	\$190,000	\$25,000	\$16,200
September	\$206,000	\$35,000	\$19,800
October (90% Construction Documents)	\$222,500	\$35,000	\$19,800
Deferral Fee *	\$196,000	\$22,000	\$13,500

	Completion of CD's		
	MEP	Telecom	Security
Construction Administration			
November-February 2015: 3 months	\$323,400	\$21,000	\$13,500
March 2015-October 2015: 9 months	\$246,900	\$27,000	\$13,500
November 2015-October 2016: 12 months	\$188,200	\$45,000	\$18,000
GRAND TOTAL	\$2,081,500	\$275,000	\$159,300

*Payment to be made within 30 days subsequent to casino license being awarded.

2. **Add-Alternate Services**: Our fee for the scope of project and services shall be the lump sum amounts outlined below, exclusive of reimbursable expenses. See Attachments for description of scope of services.

- On-Site Full time Construction Administration.....\$ per attached hourly rates
- Short circuit and Arc Flash Study..... \$ 40,000

3. **Commissioning Services**: If the owner wishes to commission the MEP systems, then E&Z can provide a separate fee proposal for these services. A Commissioning Authority should be retained before Construction Documents are issued Fee **Range**(\$250,000 ~ \$400,000)



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Please indicate your acceptance of this proposal by executing where indicated on the signature line below, and return one copy of this letter for our files. If you have any questions or need additional information, please do not hesitate to call us.

Very truly yours,

EDWARDS AND ZUCK CONSULTING ENGINEERS, D.P.C.

A handwritten signature in black ink, appearing to read 'Peter Sposato', written in a cursive style.

Peter Sposato, P.E.
Managing Partner

cc: Kathy Meci – Nevele-R LLC
Kerr Brown – Nevele-R LLC
Jay Shapiro-Jay Shapiro & Associates

ACCEPTED BY: _____
(Nevele-R LLC)

DATE: _____



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1.0 ENGINEERING SERVICES

A. Schematic Design

1. Establish project goals, objectives, schedule, layout and image.
2. Outline design criteria and prepare system design description (Basis of Design).
3. Code analysis.
4. Selection of building systems.
5. Preliminary equipment sizing.
6. Identify preliminary space requirements (MER's and Roof) for major equipment.
7. Identify preliminary space requirements for major shafts (ducts, piping, conduits).
8. Issue drawings (approximately 20% complete) for coordination with the project team.

B. Design Development Phase

1. Contact utilities for building services.
2. Confirm preliminary equipment sizing.
3. Confirm preliminary space requirements with architectural design.
4. Coordinate major ductwork, piping and conduit routing.
5. Plans indicating major equipment, electrical distribution, panels, ductwork piping, etc.
6. Preliminary review of plans with local code officials and fire department (code compliance).
7. Develop typical details.
8. Identify construction process and long lead items.
9. Develop preliminary riser diagrams.
10. Issue drawings (approximately 40% complete) for coordination with the project team and for preliminary budget pricing by the Construction Manager.

C. Filing/Bid/Construction Documents

1. On occasion, Filing Drawings to the Department of Buildings are expedited at the request of the owner to assist with the overall project schedule. However, E&Z will not submit our drawings to the DOB unless they are a minimum of 75% complete. E&Z will not submit so called "dummy" sets to the DOB.
2. We will sign/seal copies of the standard building department forms that are prepared and filed by the expeditor.
3. We will sign/seal copies of the following contract documents prepared by our office for filing by others:
 - a. Mechanical, Plumbing, Sprinkler, Standpipe, Fire Alarm and Energy Compliance.
 - b. Separate filing packages for a new boiler plant and new generator when required as part of the project.
4. Bid Documents are considered 100% complete in terms of the scope of work, but not fully coordinated with the entire project team. We will commence bid documents when provided with the final approved architectural layouts complete with reflected ceiling plan, power and telephone plan, furniture and equipment layouts, and all mechanical and electrical system requirements and locations.
5. Construction Documents include incorporating the final comments from the project team, items that arise during the bid process, suggestions from the awarded contractor, and coordinated between the architect and sub-consultants.
6. The project will be designed to comply with the NY State Energy Code as outlined below, although it is acknowledged and agreed that code officials' interpretations cannot be warranted or guaranteed. When a LEED Consultant is involved preparing an Energy Model, then the work outlined below is excluded from our scope of services.



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- a. HVAC: E&Z will prepare the necessary documentation, using the prescriptive path, and include the calculations in our filing set. Building simulation/energy modeling is not included in E&Z's basic services.
 - b. Lighting: E&Z will require the architect and/or lighting consultant to provide us with the lighting calculations. We will review, confirm and include the calculations in our filing set. If the calculations exceed the Code limit, the lighting designer will be responsible for making the necessary adjustments to the lighting plan to meet Code, and resend us the revised calculations. E&Z has included one (1) revision as part of our basic services. If the calculations exceed the Code limit for a second time, then E&Z will need to be compensated for our additional time and services.
 - c. Envelope: The envelope portion is excluded from E&Z's basic services. The architect and/or façade consultant should complete this.
7. Specifications would be prepared for all areas of work defining quality of equipment, performance, and operational requirements, acceptable sources and any other parameters to fully delineate the project needs.
 8. Bid and Construction Documents shall include engineering floor plans, specifications, notes, details, schedules, & risers, based on the demolition, alteration, relocation & new scope of work.
 9. We are to be provided with sub-consultants work product in a timely fashion and scope of work to be complete and clearly identified. Multiple drawing submissions and re-engineering to accommodate sub-consultants incomplete work product is not included and will require additional fees.
 10. We will commence with Amenities/Fit-Out Construction Documents once all information and design criteria has been fully established, submitted, incorporated into Architectural Backgrounds and approved by Ownership.

D. Bidding & Negotiation

1. Our office will be available to meet with the prospective bidders for a pre-bid review of the contract documents and walk through of the project space.
2. Our office will participate in the value engineering exercises and various pricing reviews as requested by the owner. Revisions to contract documents after bidding as a result of contractor pricing shall be considered as an additional service.
3. Our office will respond to request for additional information or clarification, and shall issue formal addenda if deemed necessary.
4. Our office will participate as requested in the evaluation of the general contractor and sub-contractor bids.
5. Edwards & Zuck anticipates attending four (4) meetings during this phase.

E. Construction Administration

1. Review shop drawings within ten (10) business days. However, this time frame is based upon an agreed shop drawing schedule provided by the Construction Manager.
2. Respond to Request for Information (RFI's) within five (5) business days.
3. Periodic Field Observation. Field observations will be for the purpose of determining general conformity of the work with the contract plans and specifications, and will not include review or approval of the contractor's construction, means and methods of construction, or safety procedures.
4. Review and advise the client regarding Change Order Requests as submitted by the contractor for their legitimacy and general accuracy of scope.
5. Develop Final Punchlists. We will perform a written punchlist at project completion to review the general conformance with the contract documents, completion of construction and engineering



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systems work. Within a reasonable correction period, our office will perform a final walk-thru and review the status and completion of the punch list works item.

6. We will provide Record Drawings at project completion, which include the latest design drawings, bulletins and electronic sketches that occurred during construction.
7. Review As-Built Drawings prepared by the sub-contractors.
8. Edwards & Zuck anticipates attending construction meetings, on a weekly basis.

2.0 ADDITIONAL SERVICES

We can provide these services if required. A separate fee can be established once the scope of work is determined.

1. Mechanical System Designs as noted, but not limited to:
 - a. Cogeneration/Combined Heat & Power (CHP) Systems, and associated Energy Analysis and financial "Return on Investment" Analysis.
2. Commissioning/Testing services, witnessing commissioning, and factory testing of equipment.
3. Special Filing Requests:
 - a. Refiling, repackaging, resubmitting drawings and DOB forms, and additional work caused by expeditor errors, omissions and/or delays to the project.
 - b. Professional (Self) Certification of engineering drawings
 - c. Preparations of drawings, documents and forms for special variance requests (DOB & Fire Department) to achieve the owner/architect project requirements and goals.
 - d. SEQRA approvals.
4. Project Schedule Delay: If the project during the design and/or construction phase is placed on hold or suspended for longer than a two (2) month period, then we will be compensated for loss of productivity.
5. Construction Phase:
 - a. Review of shop drawings at the construction site for quick turnaround.
 - b. Expedited construction schedules and agreements between the Owner and the Construction Manager or General Contractor
 - c. Design work necessary to accommodate unanticipated changes in the construction sequence and/or temporary construction.
 - d. Three (3) or more punchlists due to contractor's incomplete construction.
6. Separating engineering trades or additional design packages. We have allowed for all trades to be issued under one (1) design package for Infrastructure Bid and one (1) Design package for Interior fitout bid.
7. Where there are approved changes to work already completed, changes in scope, or alternate designs.
8. If the owner decides to replace any major design consultant (architect, structural engineer, expeditor, etc.), then E&Z will be compensated for our additional time and effort to bring the new consultant up to speed.
9. In addition to the Additional Services listed in AIA Document B101-2007, substituting the term "Engineer" for the term "Architect", additional services and fees will be determined as follows:
 - a. *Design Development (DD) Phase:* We will make reasonable and customary design adjustments for coordination and value engineering through the DD phase as part of our basic services. However, where sub-contractors bid prices exceed established budgets, value engineering post DD phase will be considered additional services. What will be considered reasonable and customary are design changes or adjustments such as minor programming changes, moderate changes to reflected ceiling plans, and moderate relocation of equipment and/or power and telephone outlets. Additional services are considered to be major changes to programming, the addition or deletion of space, and reconfiguration of size and shape of the building structures.



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- b. *Construction Document (CD) Phase:* We will make minor adjustments for coordination to lighting power and telephone and equipment plans as dictated by the architect through 90% CD's. These types of revisions will be incorporated up to three (3) weeks prior to final issue after which any changes required will be handled as an addendum and an additional service (see Post CD Phase). After CD's are 90% complete (substantially complete) any architectural changes will be considered an additional service. Any program changes during the CD phase will be considered an additional service. Major revisions to reflected ceiling plans and power and telephone plans will also be considered an additional service.
- c. *Post CD Phase:* Any and all revisions not initiated by us will be considered an additional service. Any and all services after occupancy of project. Any and all services with regard to utilization, start-up and testing of equipment.

3.0 EXCLUSIONS

1. Filing of documents and forms, and obtaining approval of local authorities. An expeditor will need to be retained for these services. Expeditor shall be responsible for completing of all forms, including taking fixture counts, inspection identifications, model information, etc, from filing drawings. E&Z will review for accuracy.
2. Interior lighting design, site lighting design and foot-candle calculations for normal and/or emergency lighting.
3. Satellite Dish, Audiovisual, and Acoustical Engineering Design Services.
4. Computer Fluid Dynamics (CFD) Analysis for HVAC systems.
5. Kitchen Hood and Associated Fire Suppression Systems.
6. Structural engineering design and civil engineering. Sewer and storm water site work will be by the civil site engineer and brought to within 5'-0" of the building.
7. Obtaining or securing construction permits.
8. Review and validation of contractor pay requisitions.
9. For GMP projects with a Construction Manager (CM), our documents will reflect GMP scope of work. It will be the CM responsibility to conduct all sub-contractors to provide coordinated backgrounds and to accommodate conflicts between trades.
10. Review and approval of slab or wall MEP penetration shop-drawings. It shall be the responsibility of the installing trade contractor to verify that their submitted MEP penetrations are based on coordinated MEP shop drawings and applicable details, and as such, review is for structural/ architectural approval only.
11. Updating of filing drawings to represent as-built conditions for the purpose of filing changes is excluded when changes were made as part of value engineering, unless E&Z is specifically compensated for that VE process. In all cases where updates are required to filing drawings based on actual installation, contractor shall provide as-built conditions and all required information for such.
12. Short Circuit/Arc-Flash/EMF Study and Circuit Breaker Settings.
13. Preparation of Operating & Maintenance manuals and the training of personnel for operation, maintenance & systems start up.
14. Preparing to serve or serving as a consultant or witness for the Client or Owner in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.



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4.0 PAYMENT

1. **Basic Services:** Invoices for our design fees will be generated monthly on the percentage of work complete. We will expect payment no later than 30 days after the invoice date. Accounts in arrear after 60 days will accrue interest at 1% per month.
2. **Reimbursable Expenses:** All reproduction costs for CAD plotting of drawings, specifications and other documents, travel (airfare, hotel, car rental, personal car, other transportation, tolls, etc.), telephone, postage, and messenger services will be reimbursed to us on a direct-cost basis over and above any other compensation. Automobile rates shall be standard government rates (\$0.56 /mile), and printing shall be at \$ 0.65/sf per plot. We will also be reimbursed for utility company fees and DEP fees (hydrant flow tests, backflow preventer device applications, site sewer/storm connection applications, etc.).
3. **Sub-Consultant Fees:** We will also be reimbursed for any special consultants (architectural, structural, acoustical, cost estimating, water treatment, testing services, etc.). If these services are required and approved by the owner, we will retain the consultant(s) on the basis of 110% of our direct cost.

5.0 ENGINEERING HOURLY FEE RATES

1.	Principal.....	\$250.00
2.	Associate Principal/Department Head	\$200.00
3.	Senior Engineer	\$175.00
4.	Engineer.....	\$150.00
5.	Designer.....	\$125.00
6.	CADD Operator.....	\$ 75.00

6.0 MISCELLANEOUS PROVISIONS

1. We will commence our final contract drawings when provided with the final approved architectural demolition plans, construction plans, reflected ceiling plans (that show lighting control devices/zones), electric/telephone plans (that show quantity & location of all receptacles/outlets with dimensions and mounting heights), furniture plans (with millwork lighting & power, and equipment layouts with mechanical and electrical system requirements and locations).
2. We require the civil engineer to provide us with the site utility plan.
3. We require the geotechnical engineer to provide us with the geotechnical report and Soil Site Class.
4. We require the structural engineer to provide us with the Structural Occupancy Category, Seismic Use Group, and Seismic Design Category.
5. We have assumed that the project will be designed to comply with the 2008 New York State Building Code.
6. This proposal is valid through May 1, 2014.
7. Sub-consultants will be retained by others (i.e., Lighting, Telecommunication, Security, Audiovisual, Kitchen, Theatre, Equipment, etc.). We will provide engineering services (i.e., electric connections, empty conduit, back-boxes, and fire alarm tie-ins) for proprietary systems designed and provided by others. We will require a complete set of the sub-consultants documents in hard copy and electronic format, in addition to all equipment data sheets describing the electrical, heat loss, conduit requirements, etc., and shall be entitled to rely upon the accuracy and completeness of all such designs, systems, and documents.



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8. Any other details, which should arise in the future and which are not covered above, will be handled in accordance with The Standard Form of Agreement of The American Institute of Architects Between Owner and Architect, AIA Document B101-2007, substituting the word "Engineer" for "Architect".
9. "Probable Costs of Construction" will be on an approximate basis and will be based upon engineering judgment, prior experience and records, but it is agreed that we have no control over bidding, labor, or materials market conditions, and accordingly that actual costs and bids may vary. Where more exacting detailed estimates are needed, the services of a qualified cost consultant, estimating service or construction manager will be required.
10. It is understood that if asbestos or asbestos products are encountered or suspected on the project, the Owner will retain a specialist in this area. Nothing in this Agreement shall impose liability on Edwards and Zuck, P.C. for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or the identification, handling, manufacture or disposal of asbestos, asbestos products, or hazardous wastes in any of its various forms, as defined by the Environmental Protection Agency.
11. Our specifications will designate the installing contractor as the party responsible for final deliverables of as-built drawings to the client.
12. We agree to perform our services under this proposal in accordance with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services under similar conditions. No other representations and no warranties of any kind are made hereunder with respect to our services or this proposal.
13. To the fullest extent permitted by law, the total liability in the aggregate, of E&Z and E&Z's officers, directors, employees, agents, and independent professional associates, and any of them, to Owner and any one claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to E&Z's services, the project, or this proposal, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of E&Z or E&Z's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by E&Z under this proposal.
14. The Client acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of Edwards & Zuck, which include (but are not limited to): (i) the Client's use, operation and maintenance of the completed Project (including any energy issues related thereto), (ii) Contractor's failure to adhere to the Contract Documents or any Applicable Laws, and/or (iii) changes made to the design of the Project made without the direct participation or written approval of Edwards & Zuck. In addressing LEED, Edwards & Zuck shall perform its Services in compliance with the Standard of Care, however Edwards & Zuck does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings.

7.0 TECHNOLOGY, SECURITY & INTERCOM DESIGN SERVICES

1. E&Z will design the low voltage cable plant and backbone cabling infrastructure systems for the project.
2. E&Z will design and coordinate the entire Telecommunications infrastructure including: Telecommunications Entrance Facility, Main Equipment Room (ER), Satellite Telecom Rooms/Closets (TR), and vertical Riser shafts for the hotel, casino, and all amenity and back-of-house spaces.
3. E&Z will coordinate the ER & TR room sizes and location with the developer, architect and engineers, including vertical riser shafts.
4. E&Z will design the ER & TR rooms based on carrier requirements and equipment, power and data requirements to be provided by developer.
5. E&Z will provide cabling plans and pathways showing horizontal cable runs and approximate routing.
6. Telecom outlet design and layout as shown on power and data plans provided by the architect. E&Z is not responsible for locating telecom outlets on floor plans.



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7. The following will be included in the technology design services:
 - a. Design of Primary Cabling Plant, coordinating Points of Entry (POEs) to the building for carrier cables and pathways from the local utility service providers to the ER.
 - b. Prepare ER & TR room plans as well as rack/cabinet elevations, including system power and cooling requirements coordination.
 - c. Fiber and/or copper backbone cabling as required.
 - d. Wireless data network cabling infrastructure if required.
 - e. Cabling provisions for CATV.
 - f. Signal Grounding and Bonding system.
 - g. Coordinate all required empty conduits, sleeves, back boxes, stub-ups, etc. with Electrical Engineer.
 - h. Retail & Restaurant spaces backbone cabling and associated infrastructure into the Hotel/Casino cabling system.
8. Pathway Design: Design of pathway riser for low voltage systems. Design of conduit pathways where required for distribution of low voltage cabling.
9. Audiovisual System Coordination: Coordinate network-cabling requirements for A/V systems.
10. Miscellaneous Low Voltage Systems Coordination: Coordinate network-cabling requirements for Point-of-Sale equipment, Cellular Enhancement and Digital Signage where applicable.
11. Security Network-cabling requirements for IP cameras, Access Control Panels and any security requirements by operator/NY State.
12. Design of Distributed Antenna System for cellular enhancement if required.

Technology Exclusions

1. Point of Sale System for hotel, casino, retail, and restaurants.

8.0 LEED MEP DESIGN SERVICES

1. **LEED MEP Design Basic Services:** E&Z offers LEED MEP design services for both new construction and existing buildings. E&Z will assist the LEED Consultant with the applicable LEED MEP design items. Our LEED MEP Design Services include:
 - a. Serve as a resource to the project team so that LEED goals are achieved.
 - b. Attend strategy meetings to assist the LEED Consultant in setting the sustainability goals of the project. From these initial meetings, E&Z will assist the LEED Consultant with the review of the schematic design, and comprise a list of achievable MEP credits as well as assess their feasibility.
 - c. Provide assistance in the development of Owner's Project Requirements (OPR), MEP Basis of Design (BOD), and Tenant Guidelines as it relates to LEED certification.
 - d. Design MEP systems capable of achieving a certain LEED certification level as identified during the Charrett process. The MEP design will address LEED checkpoint items such as Sustainable Sites, Water Use & Efficiency, Energy & Atmosphere, and Indoor Environmental Quality.
 - e. Administrative services will include LEED documentation process review, participation in periodic LEED meetings throughout the design and construction phases, and oversee the completion of the MEP portions of the LEED project requirements.

The above does NOT include services for being the LEED Consultant. This assumes that the owner has or will retain the services of a separate LEED Consultant.



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9.0 BIM SERVICES

Edwards & Zuck's BIM Scope of Services or BIM/Revit services are outlined below.

1. **Work with the owner, architect and construction team to develop and co-create a project specific BIM Execution Plan stating each key members responsibilities.**
2. **Our standard practice will be to design the MEP model to Level of Development (LOD) 200/300 for construction documents.**
 - a) **LOD 200: (Approximate Geometry) Model elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location and orientation. Non-geometric information may also be attached to model elements.**
 - b) **LOD 300: (Precise Geometry) Model elements are modeled as specific assemblies accurate in terms of quantity, size, shape location, and orientation. Non-geometric information may also be attached to model elements.**
3. **We will model existing objects to convey demolition scope and/or a connection with new work. Please note, exact locations of existing work will be approximate and for reference only. If a laser scan survey is provided for existing conditions, then the locations will be more exact. Others will provide laser scan survey.**
4. **All equipment will be modeled to its overall height, width and depth. Manufacturer – specific geometry or models will be used at the consensus of the design team. Planned dimensions will match installed equipment dimensions and are shown as a basis of design dimension only.**
5. **Elements pertinent for coordination and constructability will be modeled in 3D for interference detection.**
6. **The MEP Design model is not intended to represent exact constructions conditions. Any changes to the design model will be to the same level of development as the original design.**
7. **Navisworks Manage will be used for internal coordination as well as Design Coordination.**