



BAM
Creative

ViacomCBS
Broadcast Center Study CPR RFP
513 W57th Street | New York, NY

BAM Proposal 15-128-015-1577P

March 15, 2021

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Roland Charpentier, RA | Project Manager, Design & Construction
ViacomCBS | Design & Construction
513 W57th Street | New York, NY

Project: Broadcast Center Study CPR RFP
Location: 513 W57th Street, 5th Floor

Mr. Charpentier:

The ideal approach to any project starts with questions to understand your needs. How should this Programming and Design Feasibility Study fit the complex needs of a diverse Entertainment & Media community? How may the design foster research, education, discovery, and collaboration within and across disciplines? Inside the building, what degree of flexibility should allow for future growth and change?

Enhancing human potential and allowing it to soar - that is BAM's niche in the market. BAM Creative is known for combining architecture, interior design, strategic action, and branding + digital to design environments in which people collaborate and flourish. Our team captures the essence of what makes your organization unique and carries that into the design, while simultaneously addressing the diverse needs of different teams and stakeholders.

To realize your project, this proposal addresses Architectural Programming and Design Services for being proposed at the herein named site. The scope of work is based on our discussion of scope prior to the date of this proposal.

As demonstrated consistently, we understand the absolute importance of budget, schedule and quality. You have my personal assurance that we will give full and dedicated attention while being sure to carefully manage our resources.

We also hope this submission may serve as a starting point for discussion as we learn more about your dreams for this important new workplace strategy and the direction of your organization. We are very enthusiastic about the opportunity to work with you and your team on this project. I look forward to speaking with you soon.

Regards,



Daniel Ahn, AIA
Principal | NY State Lic No. 041391
646.596.1579 mobile | dahn@bamcreative.io
CC: Ross Cole, Natalia Maldonado,
Enclosure

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[Services + Scope]

Project Description

The scope of work includes consolidation of Finance and Legal Departments to 513 57th Street 5th Floor, totaling to approximately 16,825 USF. See 'Basic Services' for Programming and Design Services descriptions. Our understanding of the project goals are as follows:

1. Identify various end user types by space utilization and their percentages of In-Person vs Remote Working.
2. Space types will be a combination of workstations, private offices, and shared offices.
3. Smaller groups will be consolidated into an "Agile" work space environment, which will provide a combination of end users working remotely and other end users working a "hybrid" of in person and remote working, during a typical work week.
4. A work space "reservation system" will be used through a software solution.
5. Confirming that there is adequate work space and conference support space for end users to work effectively and comfortably will be a key component of the project.
6. This design effort is to assist ViacomCBS in determining a project schedule and construction budget.

End users are being consolidated to 513 57th Street 5th Floor are from the following locations (Plans referenced from RFP Document):

News Finance:	555 West 57 th Street: 8 th Floor – 7,990 USF
GMO Finance:	524 West 57 th Street: 2 nd Floor – 1,640 USF
Unknown End User Group(s):	Outside of Broadcast Center – 5,000 USF
Network Acct & Shared Services:	524 West 57 th Street: 5 th Floor – 940 USF

Miscellaneous Spaces identified in RFP, outside of 513 57th Street 5th Floor are also in scope:

MPD to utilize 530 West 57 th Street 1 st Floor as "Agile Space" – 1,255 USF
Drew Barrymore Show to utilize 524 West 57 th Street 3 rd Floor as Office Space – 450 USF

Coordination of engineering consultants, vendors, equipment, signage, security, low voltage, expediting, and/or any other third-party consultants or vendors not noted herein is not included in this proposal and is considered additional services.

BAM Creative will provide architectural design services for the client on whose behalf this proposal is signed ("you" or "Client") in connection with this project description, provided they are accepted by you. If your understanding or expectation differs, please let me know.

Project Budget

A project budget generally reflects the complexity and effort required to complete the work. We understand the project budget has not yet been established and a comprehensive Project Budget will be estimated from the documents produced by this first design phase.

Basic Services

BAM will provide you with the following Basic Services, subject to limitation requests in writing by you, typically in the sequence described below:

1. Project Initiation + Administration

To plan and execute your project, BAM will work closely with you to establish the following:

- A. Identify team members, including your authorized representative(s), and identify roles, responsibilities and communication procedures.
- B. Establish functional goals for this study and monitor these goals as the project progresses.
- C. Monitor the schedule of design services as the project progresses to ensure our work is completed within the agreed fee and with the services and compensation identified in this proposal.

2. Site Verification

During this Phase we will:

- A. Conduct a site walkthrough of the area of work to acquire general architectural as-built information.
- B. Review as-built information on the selected area of work and client supplied files.
- C. Verify critical dimensions and identify unique requirements for construction.
- D. Observe accessibility into and around the building.
- E. Create Revit central file based on information and measurements gathered.

3. Programming

During this phase we will work with you to develop a program based on the desired space utilization. We will:

- A. Meet with you **Three (3)** times to review the needs and requirements related to the program and to understand the goals and vision for the project.
- B. Collect programming information from you, including personnel headcount intent, functional needs, space allocations and adjacency requirements, technology and communication requirements, research + development lab requirements, amenities requirements including reception, collaborative and conference areas, and qualitative data on human factors.

- C. If requested by you, interviews and meetings with the individual end user departments or anyone else you indicate will be involved with the project may be arranged and ***shall be billed hourly as an additional service.***
- D. Document the information related to target type for staffing, individual space needs, equipment, furniture and other aspects, such as departmental adjacencies, as they relate to the program and space requirements.
- E. Analyze the information to determine the ideal square footage requirements.
- F. Issue a draft program indicating key findings such as where functional shortcomings may exist along with a space program report indicating room and workstation sizes, projected seat and lab bench counts, and adjacency and support needs for each program element.
- G. Revise the program up to **Two (2)** times based on comments from you and your designated representatives.
- H. Issue a final program indicating the agreed goals for the project.

4. Schematic Design

During this phase we will prepare schematic design options based on the program established during the Programming phase and the preferred design established during the Conceptual Design phase. We will:

- A. Meet with you up to a total of **Two (2)** times to discuss the schematic design.
- B. Refine the design option selected in the Conceptual phase.
- C. Prepare up to **One (1)** revision to the preferred schematic design option to reflect your comments.
- D. Prepare up to **Two (2)** schematic 3D renderings of key areas in the project to clarify the design intent.
- E. Ensure the design is compliant with governing code requirements.
- F. Issue Project Communication with status and comments received and distribute to team members.
- G. Prepare a schematic package for preliminary budget pricing and issue to a General Contractor or Cost Estimator to ensure scope is in line with budget.
- H. *Additional schematic design options or additional revisions, additional renderings, photorealistic renderings, and/or additional meetings beyond the quality noted above shall be considered additional services and billed hourly.*

5. Design Development

This phase commences once the schematic design direction is established. During this phase we will meet with you a total of **Two (2)** times to do the following:

- A. Utilizing the schematic design, we will continue to develop the visual concept, including special features and design details.
- B. With your involvement, establish a consistent design character and color palette and prepare finish boards with proposed finishes and material samples.

- C. Based upon comments, select final finishes, prepare the final design development documents, and issue a design development pricing set.
- D. Prepare a final presentation of the above items for your review and approval.
- E. Update Project Communication with status and comments received and distribute to team members.
- F. Design Development documents will be prepared to indicate the location and design specifications of all architectural items in sufficient detail for the project to the budgeted prior to proceeding with Construction Documents. The Design Development documents will include:
 - a. Accessibility Plans: Incorporate an accessibility plan noting location of accessible paths of travel, accessible parking and accessible restrooms.
 - b. Floor Plans: Indicate location of all partitions, doors, glass partitions, and millwork.
 - c. Reflected Ceiling Plans: Show the location of the various types of ceilings, all standard and special light fixtures.
 - d. Power and Communication Location Plans: Show the location of all power, data communications outlets, and security intent.
 - e. Finish Plans: Describe the location and specification of all proposed paint, carpeting, floor coverings, fabrics.
 - f. Elevations: Develop elevations that will describe the key spaces in the project. Key the elevations to the details necessary to complete the construction.
 - g. Furniture, Casework + Fixtures: Prepare location drawings showing approximate size and footprint of proposed furnishings and fixtures for the purposes of plan layout only. Actual design and specification of furniture is not included in this proposal, and if requested, is additional services.
 - h. Signage: Show placeholders for proposed locations of code required signage. Design and/or selection of custom signage, graphics and/or artwork shall be additional services.
 - i. Equipment: Based on an equipment list you provide, we shall prepare location drawings showing approximate size, footprint for the purposes of plan layout and coordination only.

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[Team Experience]

Team Overview

Our design approach revolves around the need for holistic solutions to meet the project goals. With this in mind, we have assembled the following project team to reflect an inclusive approach to the work.

Team Member	Title
Daniel Ahn, AIA	Principal / Project Manager
Xinyang Chen, RA	Senior Architectural Job Captain
Tara Gangwar	Interior Designer

No consultants are included in this proposal. We would be happy to provide recommendations for the consultants required. Consultant coordination fees would be in addition to the fees noted in the Compensation section. Once additional consultants are identified, we will calculate the coordination time and fee required.

Please refer to the resumes on the following pages for a listing of the team's experience. This project team will be dedicated to work on your project for the entirety of its duration.

References may be provided upon request.



Daniel Ahn

AIA
Principal



Architecture

Daniel is responsible for managing and supervising immediate staff for the production of construction documents and specifications. He also contributes to the architectural design and coordinates the requirements of consultants and equipment manufacturers. He harmonizes the designer's selection of finishes, furniture, and equipment for integration within the architectural design to achieve the intended design on time and within budget.

Experience

Total of 14 years' experience

BAM Creative
2007-present

Education

Cornell University, College of Architecture, Art and Planning
B. Arch.

Registrations + Associations

Registered Architect
New York

AIA

CoreNet, CoreNet Technology Committee

CoreNet NYC Mentorship Program

Selected Projects

BioMed Realty Trust (acquired by Blackstone)
Multiple Locations

Gerson Lehrman Group
New York, NY

Lake Nona Life Sciences GuideWell Innovation Center
Lake Nona, FL

Momentive
Tarrytown, NY

NBC Universal
Multiple Locations

New York Eye and Ear Infirmary of Mount Sinai
Multiple Locations

New York University School of Medicine
New York, NY

NYU Langone Health, including Orthopedic Hospital
New York, NY

Progenics Pharmaceuticals
Tarrytown, NY

Queens Defenders (Formerly Queens Law Associates)
Forest Hills, NY

Regeneron Pharmaceuticals
Tarrytown, NY

Reorg Research
New York, NY

St. Vincent's Medical Center
Bridgeport, CT

SCOR
Multiple Locations

VIACOMCBS
New York, NY

VA Medical Center
Multiple Locations

Weill Cornell Medicine
New York, NY

Westchester Medical Center
Valhalla, NY

Yale New Haven Health
Multiple Locations



Xinyang Chen

RA
Senior Architectural Job Captain



Xinyang collaborates with the project teams to translate the design vision into cohesive drawings coordinated between the architects, interior designers and consultants. Xinyang expresses the design through her proficiency in many design programs including AutoCad, Revit, 3D modeling, dynamic 3D renderings, the Adobe Creative Suite, and other modeling tools. Her talents in these programs bring invaluable skills to the project teams, as she brings life to designs through dynamic renderings and visualizations.

Experience

Total of 11 years' experience

BAM Creative
2017-present

Mapos
2012-2016

Acconci Studio
2011

Kevin Kennon Architect
2011

The National Art Museum of China
2009

Selected Projects

EmblemHealth
Multiple Locations

Northwell Health LIJ Forest Hills Hospital
Forest Hills, NY

Northwell Health Plainview Hospital
Plainview, NY

Queens Defenders (Formerly Queens Law Associates)
Forest Hills, NY

Regeneron Pharmaceuticals
Tarrytown, NY

Education

Pratt Institute
Master of Science in
Architecture

Beijing University of Civil Engineering & Architecture
B. Arch.

Registrations + Associations

Registered Architect:
New York

Reorg Research
New York, NY

St Vincent's Medical Center
Bridgeport, CT

VIACOMCBS
New York, NY

Weill Cornell Medicine
New York, NY

Yale New Haven Health
Multiple Locations



Tara Gangwar

Interior Designer



Interior Design

Tara is a member of the Interior Design group at BAM Creative. Her talents in AutoCad, Revit and Adobe Creative Suite allow her to visualize the optimal interior elements for a variety of spaces and projects. Tara works with the architectural teams in the selection of finishes, furniture, and equipment, and their integration within the architectural design in order to complete successful projects that are within budget and on schedule. Her knowledge of environmentally friendly design allows her to couple sustainable practices with workplace strategy, combining eco-conscious thinking with end-user needs.

Experience

Total of 6 years' experience

BAM Creative

2019-present

Paterson Design

2015-2019

Education

Drexel University

B.S., Interior Design

Minor, Sustainability in the Built Environment

Selected Projects

**The Brooklyn
Hospital Center**
Brooklyn, NY

EmblemHealth
Flushing, NY

**Regeneron
Pharmaceuticals**
Tarrytown, NY

SCOR
New York, NY

VIACOMCBS
New York, NY

**Weill Cornell
Medicine**
New York, NY

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[Work Plan]

Project Schedule

We will utilize the preliminary information supplied by you to work efficiently under the proposed schedule. The schedule is based on the Basic Services and our understanding of the scope of the work. It shall be revisited if scope changes and/or if additional services are required.

Phase	Duration	
Site Verification	3 days	March 2021
Programming	2 weeks	March – April 2021
Schematic Design	2 weeks	April 2021
Design Development	2 weeks	May 2021
Budget Pricing (by others)	3 weeks	June 2021

* ViacomCBS to confirm whether a round of project budgeting will be performed after Schematic Design is complete. If that is the case, about 3 weeks should be included between the end of Schematic Design and the start of Design Development.

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[Fee Structure]

Hourly Rates

The following is a list of the proposed project team and the respective hourly rates charged for their services. Rates are subject to adjustment annually on January 1st.

Title	Hourly Rate
Principal	\$355
Project Director	\$295 - \$345
Project Manager	\$235 - \$285
Job Captain	\$175 - \$225
Designer	\$115 - \$165
Project Administrator	\$115
Design Intern	\$95

Compensation

Fees for Basic Services are proposed on a FLAT FEE basis for the Design Phases. Fees are based upon historic knowledge of similar projects, the project size, scope and schedule, and include design services and preparation of instruments of service within the time frames listed herein.

Fees listed are not-to-exceed without prior authorization. Under circumstances where information previously unknown to us is gained or changes are made by you, we will seek pre-approvals in writing before proceeding with add services. Permit and plan check submittal fees are not included.

Architecture

Architecture Design Services		
Site Verification	\$	2,790
Programming	\$	4,270
Schematic Design	\$	7,680
Design Development	\$	10,250
Total Basic Services		\$ 24,760
(Twenty Four Thousand Seven Hundred Sixty Dollars)		
Estimated Reimbursable Expenses	\$	1,980
Alternate Design Services (Schedule Extensions)		
Additional fee per week for Programming	\$	2,135
Additional fee per week for Schematic Design	\$	3,840
Additional fee per week for Design Development	\$	5,125

See the following Terms and Conditions for more information on Invoicing and Payment and Cost of the Work.

Invoices will be issued monthly reflecting the percentage of work complete prior to the date of invoicing. Billing for services and Reimbursable Expenses will be made in accordance with the above schedule of services performed. Payments are due and payable within **30 (thirty)** days of invoice date. Reimbursable Expenses will include, and the Client agrees to reimburse BAM for, all normal and customary expenses including but not limited to fees for delivery services, printing, travel, plotting, and plan check submittal fees. Expenses will be billed at cost + 15% mark-up.

Terms and Conditions

Upon your acceptance and return of a fully signed copy of this proposal in a form approved by both parties and payment in full of the retainer described above, this proposal (including its attachments) (collectively, the "Agreement") will constitute a binding contract between the parties that will be governed by the terms and conditions in this proposal.

1. BAM's Responsibilities.

- 1.1 BAM will provide professional services as set forth in this Agreement.
- 1.2 BAM will perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.
- 1.3 BAM will identify a representative authorized to act on behalf of BAM with respect to the project contemplated by this Agreement (the "Project").
- 1.4. Except with the Client's knowledge and consent, BAM will not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Project.

2. Client's Responsibilities.

- 2.1 Unless otherwise provided for under this Agreement, the Client will provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which will set forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 2.2 The Client will establish the Client's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 4.1; (2) the Client's other costs; and, (3) reasonable contingencies related to all of these costs. The Client will update the Client's budget for the Project as necessary throughout the duration of the Project until final completion. If the Client significantly increases or decreases the Client's budget for the Cost of the Work, the Client will notify BAM. The Client and BAM will thereafter agree to a corresponding change in the Project's scope and quality.
- 2.3 The Client will identify a representative authorized to act on the Client's behalf with respect to the Project. The Client will render decisions and approve BAM's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of BAM's services.
- 2.4 The Client will furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage;

rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a Project benchmark.

- 2.5 The Client will furnish services of all required geotechnical engineers (if any), which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 2.6 The Client will perform the tasks and responsibilities identified as the Client's responsibility in this Agreement, the construction documents, the specifications, or otherwise agreed by the parties.
- 2.7 The Client will coordinate the services of its own consultants with those services provided by BAM. Upon BAM's request, the Client will furnish copies of the scope of services in the contracts between the Client and the Client's consultants. The Client will furnish the services of consultants other than those designated as BAM's responsibility in this Agreement, or authorize BAM to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Client will require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- 2.8 The Client will furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests for air and water pollution, and tests for hazardous materials.
- 2.9 The Client will furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
- 2.10 The Client will provide prompt written notice to BAM if the Client becomes aware of any fault or defect in the Project.
- 2.11 The Client will include BAM in all communications with the contractor that relate to or affect BAM's services or professional responsibilities. The Client will promptly notify BAM of the substance of any direct communications between the Client and contractor otherwise relating to the Project. Communications by and with BAM's consultants will be through BAM.
- 2.12 Before executing the contract between the Client and the contractor (the "Construction Contract"), the Client will coordinate BAM's duties and responsibilities set forth in the Construction Contract with BAM's services set forth in this Agreement. The Client will provide BAM with a copy of the executed Construction Contract.

- 2.13 The Client will provide BAM access to the Project site prior to commencement of the services and will obligate the contractor to provide BAM access to the site and any work wherever it is in preparation or progress.
- 2.14 Within 15 days after receipt of a written request from BAM, the Client will furnish the requested information as necessary and relevant for BAM to evaluate, give notice of, or enforce lien rights.

3. Additional Services.

- 3.1 BAM may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required solely due to the fault of BAM, any Additional Services provided in accordance with this Section 3 will entitle BAM to compensation pursuant to Section 4 and an appropriate adjustment in BAM's schedule.
- 3.2 Upon recognizing the need to perform the following Additional Services, BAM will notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. BAM will not proceed to provide the following Additional Services until BAM receives the Client's written authorization:
- (a) Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Client, or a material change in the Project including size, quality, complexity, the Client's schedule or budget for cost of the work, or procurement or delivery method;
 - (b) Services necessitated by the enactment, revision, or interpretation of codes, laws, or regulations;
 - (c) Services necessitated by decisions of the Client not rendered in a timely manner or any other failure of performance on the part of the Client or the Client's consultants or contractors;
 - (d) Preparing digital models or other design documentation for transmission to the Client's consultants and contractors, or to other Client-authorized recipients;
 - (e) Preparation of design and documentation for alternate bid or proposal requests proposed by the Client;
 - (f) Preparation for, and attendance at, a public presentation, meeting or hearing;
 - (g) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where BAM is party thereto;
 - (h) Evaluation of the qualifications of entities providing bids or proposals; or
 - (i) Consultation concerning replacement of work resulting from fire or other cause during construction.
- 3.3 To avoid delay in the schedule for the Project, BAM will provide the following Additional Services, notify the Client with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of BAM's notice, the Client determines that all or part of the Additional Services are not required, the Client will give

prompt written notice to BAM of the Client's determination. The Client will compensate BAM for the services provided prior to BAM's receipt of the Client's notice.

- (a) Reviewing a contractor's submittal out of sequence from the submittal schedule approved by BAM;
- (b) Responding to a contractor's requests for information that are not prepared in accordance with the contract documents or where such information is available to the contractor from a careful study and comparison of the contract documents, field conditions, other Client-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- (c) Preparing change orders and construction change directives that require evaluation of the contractor's proposals and supporting data, or the preparation or revisions of Project correspondence or documentation; or
- (d) Evaluating substitutions proposed by the Client or the contractor and making subsequent revisions to Contract correspondence or documentation resulting therefrom.

3.4 Services provided more than 60 days after (a) the date for substantial completion of the services as set forth in this Agreement or (b) the actual date of substantial completion of such services, whichever is earlier, will be compensated as Additional Services to the extent BAM incurs additional cost in providing those services.

3.5 If the services covered by this Agreement have not been completed within three months of the date of substantial completion noted within this Agreement, except to the extent due to BAM's fault, extension of BAM's services beyond that time will be compensated as Additional Services.

4. Invoicing and Payment; Cost of the Work.

4.1 For purposes of this Agreement, the "Cost of the Work" will be the total cost to the Client to construct all elements of the Project designed or specified by BAM and will include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Client. The Cost of the Work does not include the compensation of BAM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Client.

4.2 The Client's budget for the Cost of the Work is provided in Initial Information, and will be adjusted throughout the Project as required under this Agreement. BAM may from time to time, but is not required to, provide evaluations of the Client's budget for the Cost of the Work, preliminary estimates of the Cost of the Work, or updated estimates of the Cost of the Work; any such evaluations or estimates represent BAM's judgment as a design professional. It is recognized, however, that neither BAM nor the Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, BAM cannot and

does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by BAM.

- 4.3 In preparing estimates of the Cost of Work, BAM will be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the contract documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Client's budget. BAM's estimate of the Cost of the Work will be based on current area, volume or similar conceptual estimating techniques. If the Client requires a detailed estimate of the Cost of the Work, BAM will provide such an estimate, if identified as BAM's responsibility in Scope of Work – Additional Services.
- 4.4 If, through no fault of BAM, the procurement phase has not commenced within 90 days after BAM submits construction documents to the Client, the Client's budget for the Cost of the Work will be adjusted to reflect changes in the general level of prices in the applicable construction market.
- 4.5 If at any time BAM's estimate of the Cost of the Work exceeds the Client's budget for the Cost of the Work, BAM will make appropriate recommendations to the Client to adjust the Project's size, quality, or budget for the Cost of the Work, and the Client will cooperate with BAM in making such adjustments.
- 4.6 If the Client's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Client will: (i) give written approval of an increase in the budget for the Cost of the Work; (ii) authorize rebidding or renegotiating of the Project within a reasonable time; (iii) terminate in accordance with the "Termination or Suspension" section below; (iv) in consultation with BAM, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or, (v) implement any other mutually acceptable alternative.
- 4.7 If the Client chooses to proceed under Section 4.6(iv), BAM will, at Client's cost and expense, modify the construction documents as necessary to comply with the Client's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 4.6(i). BAM's modification of the construction documents will be the limit of BAM's responsibility under this Section 4.

5. Copyrights and Licenses.

- 5.1 BAM and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 5.2 BAM and BAM's consultants will be deemed the authors and owners of their respective Instruments of Service, including all drawings and specifications, and will retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of

Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of BAM and BAM's consultants.

5.3 BAM grants to the Client a nonexclusive license to use BAM's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant this Agreement. BAM will obtain similar nonexclusive licenses from BAM's consultants consistent with this Agreement. The license granted under this section permits the Client to authorize the contractor, subcontractors, sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to the terms of this Agreement, solely and exclusively for use in performing services or construction for the Project. If BAM terminates this Agreement for cause, the license granted in this Section 5.3 will terminate.

5.3.1 If Client uses the Instruments of Service without retaining the authors of the Instruments of Service, the Client releases BAM and BAM's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless BAM and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section 5.3.1. The terms of this Section 5.3.1 will not apply if the Client rightfully terminates this Agreement for cause.

5.4 Except for the licenses granted in this Section 5, no other license or right will be deemed granted or implied under this Agreement. The Client will not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of BAM. Any unauthorized use of the Instruments of Service will be at the Client's sole risk and without liability to BAM and BAM's consultants.

5.5 Except as otherwise stated in Section 5.3, the provisions of this Section 5 will survive the termination of this Agreement.

6. Claims and Disputes.

6.1 General

6.1.1 The Client and BAM will commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the Work. The Client and BAM waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

6.1.2 To the extent damages are covered by property insurance, the Client and BAM waive all rights against each other and against the contractors, consultants, agents, and employees

of the other for damages. The Client or BAM, as appropriate, will require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

6.1.3 BAM and Client waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.6.

6.2 Mediation

6.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of BAM's services, BAM may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

6.2.2 The Client and BAM will endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation will be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

6.2.3 The parties will share the mediator's fee and any filing fees equally. The mediation will be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution will be litigation in the state or federal courts of competent jurisdiction in New York County, New York, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in personam, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

6.3 The provisions of this Section 6 will survive the termination of this Agreement.

7. Termination or Suspension

- 7.1 If the Client fails to make payments to BAM in accordance with this Agreement, such failure will be considered substantial nonperformance and cause for termination or, at BAM's option, cause for suspension of performance of services under this Agreement. If BAM elects to suspend services, BAM will give seven days' written notice to the Client before suspending services. In the event of a suspension of services, BAM will have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Client will pay BAM all sums due prior to suspension and any expenses incurred in the interruption and resumption of BAM's services. BAM's fees for the remaining services and the time schedules will be equitably adjusted.
- 7.2 If the Client suspends the Project, BAM will be compensated for services performed prior to notice of such suspension. When the Project is resumed, BAM will be compensated for expenses incurred in the interruption and resumption of BAM's services. BAM's fees for the remaining services and the time schedules will be equitably adjusted.
- 7.3 If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of BAM, BAM may terminate this Agreement by giving not less than seven days' written notice.
- 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.5 The Client may terminate this Agreement upon not less than seven days' written notice to BAM for the Client's convenience and without cause.
- 7.6 If the Client terminates this Agreement for its convenience pursuant to Section 7.5, or BAM terminates this Agreement pursuant to Section 7.3, the Client will compensate BAM for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to BAM's termination of consultant agreements.
- 7.7 Except as otherwise expressly provided herein, this Agreement will terminate one year from the date of substantial completion of the services.
- 7.8 The Client's rights to use BAM's Instruments of Service in the event of a termination of this Agreement are set forth in Section 5.

8 Miscellaneous.

- 8.1 This Agreement will be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
- 8.2 Unless otherwise specified herein, terms in this Agreement will have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.
- 8.3 The Client and BAM, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Client nor BAM will assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the

Client's rights and obligations under this Agreement, including any payments due to BAM by the Client prior to the assignment.

- 8.4 If the Client requests BAM to execute certificates, the proposed language of such certificates will be submitted to BAM for review at least 14 days prior to the requested dates of execution. If the Client requests BAM to execute consents reasonably required to facilitate assignment to a lender, BAM will execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to BAM for review at least 14 days prior to execution. BAM will not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- 8.5 Nothing contained in this Agreement will create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or BAM.
- 8.6 Unless otherwise required in this Agreement, BAM will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 8.7 BAM will have the right to include photographic or artistic representations of the design of the Project among BAM's promotional and professional materials. BAM will be given reasonable access to the completed Project to make such representations. However, BAM's materials will not include the Client's confidential or proprietary information if the Client has previously advised BAM in writing of the specific information considered by the Client to be confidential or proprietary. The Client will provide professional credit for BAM in the Client's promotional materials for the Project. This Section 8.7 will survive the termination of this Agreement unless the Client terminates this Agreement for cause.
- 8.8 If BAM or Client receives information specifically designated as "confidential" or "business proprietary," the receiving party will keep such information strictly confidential and will not disclose it to any other person except as set forth in Section 8.8.1. This Section 8.8 will survive the termination of this Agreement.
- 8.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 8.8.
- 8.9 The invalidity of any provision of the Agreement will not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision will be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement will

be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Insurance

The following indicates the standard insurance coverage amounts for BAM Creative.

General Liability	
Per Occurrence	\$ 2,000,000
Aggregate	\$ 4,000,000

Professional Liability	
Per Occurrence	\$ 5,000,000
Annual Aggregate	\$ 5,000,000

Cyber Liability	\$ 500,000
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Third Party Crime	\$ 50,000
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Automobile Liability	\$ 1,000,000
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Umbrella	\$ 5,000,000
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4

[Exhibits]

Branded Spaces

Pioneering use of subtle but powerful imagery to convey brand focus.

Energetic Finishes

Workplace incorporates high-end finishes on a limited budget.

Renowned Broadcast Legend

Using their technology infrastructure to cultivate their core strength in content delivery now and into the 21st century.



Photography © Albert Vecerka | Esto

Groundbreaking IT Approach

Pioneer in creating space to fuse information technology with engineering operations, based upon a fresh initiative from a new CTO at CBS.

Technology Education

An ideal space to present technology demonstrations and tutorials of new hardware and software for CBS.

Innovation + Experimentation

CBS Tech features a network lab to test server equipment and technology, and a forensic lab to investigate hardware or software issues faced by CBS employees.



SCOR

Regional Headquarters Relocation

New York, New York



Culture and Communication

Build knowledge and excitement for the relocation through a tailored company website featuring video messages from SCOR's leadership and highlighting project updates, company events and resources, and nearby places of interest.

Change Management

Through the website and working closely with the HR team, BAM assisted the client in easing the employee transition from individual offices to open workstations before and during the pandemic.

Maximize Impact

Instill a sense of SCOR pride through a timeless palette and high-end technology. Each floor configured to foster open communication by placing multiple flexible conferencing spaces and service areas in the center of each floor. Open areas with workstations ring the perimeter to inspire staff with beautiful 360 degree views of New York City.



Acceptance

This agreement is hereby accepted as set forth and the terms agreed to as stated.

Agreed:

Authorized signature

Printed Name

Title

Date

Full Legal Name of Firm

Office Location/Address

Agreed:



Daniel Ahn, AIA
Principal | NY State Lic No. 041391
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BAM Creative
30 West 24th Street
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New York, NY 10010

BAM

Creative

Thank you!