



BAM
Creative

Grand St. Settlement
Best Buy Teen Tech Center
168 Broome St., New York, NY 10002

Architectural and Design Services for a Space Conversion RFP
BAM Proposal 21-103-001-1579P
March 22, 2021

Grand St. Settlement
Best Buy Teen Tech Center



March 22, 2021

Elsa Pereira | Managing Director, Operations
Grand St. Settlement
80 Pitt Street | New York, NY 10002

Project: Best Buy Teen Tech Center: Space Conversion
Location: 168 Broome St., New York, NY 10002

Ms. Elsa Pereira:

The ideal approach to any project starts with questions to understand your needs. How should this Teen Tech Center fit the complex needs of a diverse youth community? How may the design foster education, discovery, and collaboration within the youth? 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 Services for renovation work being proposed at the herein named site. The scope of work is based on the '**GSS Teen Tech Center Conversion RFQ**' PDF Document, provided by **Michael DeVries** of **WB Wood**.

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 renovated facility 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,

A handwritten signature in black ink that reads 'Daniel Ahn'.

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



Table of Contents

[Firm Overview] 3
[Services + Scope] 8
[Firm Qualifications] 15
[Team Experience] 21
[Work Plan] 27
[Fee Structure] 29

1

[Firm Overview]

Overview

BAM Creative (“we” or “BAM”) is a nationally recognized, full service integrated design practice, providing first to market design solutions on technically complex projects for leading organizations. We work with public and private organizations to create inspiring environments which anticipate and induce change. We specialize in the following areas:



Architecture



Branding + Digital



Interior Design



Strategic Action

Firm Description

We are committed to remaining a boutique firm, and hire dedicated individuals with different specialties, backgrounds and levels of experience to realize innovative solutions. Our offices are located in New York City and Los Angeles.

Our exceptionally skilled team, comprised of architects, interior designers, planners, workplace consultants, graphic designers, branding specialists, and management professionals (MBA) collaboratively work out design challenges. We bring our long-term success to your project because we believe as you succeed, we succeed. Our team supports your project through the following:

BAM Team Structure

BAM operates with a One Team approach, meaning that you will be working with the same team members from the beginning of your project until project completion. This means constant building of relationships and communication styles and knowledge continuity, making sure 'by the way' comments made in programming show up in construction.

Discovering Unexpected Solutions

Building on established industry best practices, we differentiate our process through a seamless cross-pollination of ideas. Our team collaborates with you, your internal team, and your other professionals to define issues, framed through a problem-solving approach, to realize out-of-the-box solutions.

Dialogue + Documentation = Trust

Communication and clear documents are the bedrock of our business and ingrained in the fiber of our culture resulting in strong business practices.

Externally and internally, we work hard to develop trust with our clients and our employees, resulting over 95% of our work coming from repeat clients.

On schedule. On budget. Beautifully done.

Our Strengths

BAM is a full-service creative design practice deeply rooted in the best practices of strong project execution. We help organizations align their space needs with their business objectives.

The strengths of our team include:

Nimbleness

To say we are simply “responsive” understates our deep commitment to taking care of our clients.

Accuracy

Throughout any phase of a project our team can be relied upon for precise information.

Integrity

We stand behind the fees, schedules and efforts described in our proposals.

Thoroughness

Our meticulous processes ensure the built space matches the design vision.

Leadership

In-house experts are recognized in the industry for their knowledge and innovative approach.

We’re Ready to Begin!

We have the talent, capacity and systems in place to start immediately.

Our Approach

Project Methodology

BAM was formed on the premise of improving the delivery of architecture and design services. We value client collaboration and establish a vision statement to guide the project. Throughout the process, we keep this vision statement front of mind as we develop and integrate solutions that are technically feasible, cost effective, and successful in executing the initial project vision.

The Unexpected

The team prides itself on forward thinking. We are continually probing and researching, including doing our own detailed site surveys, to achieve the best possible outcome, with the most integrated and coordinated design – minimizing chances for unexpected challenges. Our past experience with research and development facilities has created a knowledge bank of approaches and ideas to best achieve results.

HIGHLIGHT /

*We believe in thorough,
meticulous attention to detail.*

*Our team works to eliminate
unknowns, making your job
as smooth as possible.*

2

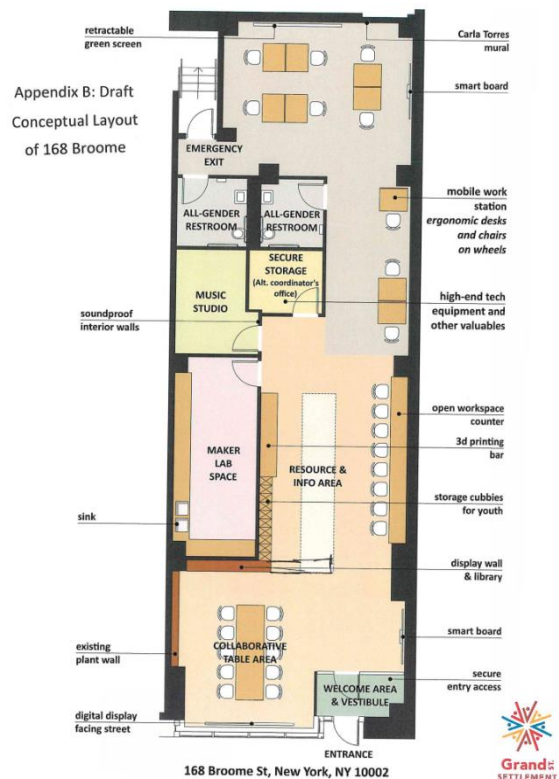
[**Services + Scope**]

Project Description

The work is for renovations to the building located as noted herein. The basic services consist of converting the former social enterprise café space into a Best Buy Teen Tech Center. The space is approximately 2,500 SF. We understand that there is a critical opening date of June 30, 2021. We are proposing **Two Schedule Options** in the Work Plan section as a way to address the aggressive timeframe for the project.

The scope of work will include:

1. Development of a Schematic Design based on the 'Draft Conceptual Layout' (Appendix B) and Best Buy Teen Tech Center Design Kit (Appendix C).
2. Development of floor plans, elevations, sections, wall details, interior elevations, special treatments, finishes and specifications.
3. Preparation of detailed cost summary and construction timeline.
4. Prepare Furniture, Fixtures, and Equipment plans and pricing estimates.
5. Development of bid documents and DOB plans for submission including expeditor fees (if necessary). Considering the project budget, we recommend limiting the scope of work to avoid requiring Department of Building permits and expeditor fees. Permitting and Expediting fees are provided as *Alternate Scope Allowances*, if they potentially are needed for the project.
6. The **Budget, Design Considerations, & GSS' Vision**, as outlined in the RFQ Document, will be the top priorities of the project.
 - a. Security will be a significant portion of the design considerations.
 - b. The design will incorporate and maintain the existing plant wall, Carla Torres' mural, and a GSS identity.
 - c. The Kitchen and other basic building infrastructure must remain intact.
 - d. The daytime food pantry needs will be maintained with the proposed multifunctional reconfiguration.
 - e. Two restroom configurations will remain. The design team will investigate whether they are currently compliant to be ADA Accessible or whether modifications are needed.



We anticipate a selective renovation of the existing premises appropriate to the construction budget, and no exterior work will be required. We understand the project premise will be unoccupied for the duration of the renovation.

We understand the proposed use is zoned as-of-right and no change in zoning is required. We anticipate a change in Use on the current Certificate of Occupancy will be required based on the proposed use. It is our understanding the existing Occupancy is B-Business and the existing Use is Office.

Any work pertaining to, or coordination of, building envelope, building exterior, site remediation, landscaping, parking restriping, roofing, weatherproofing, slab vibration and/or moisture content, hazardous materials management plans, abatement of any hazardous substances, and/or modifications to improve disabled access outside the area of work, is not included in this proposal.

Coordination of vendors, equipment, signage, low voltage, 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 and construction administration 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 is currently \$100,000 with an additional \$30,000 for FFE purchases and an additional \$50,000 in-kind for technology purchases. Should your project budget change and result in significantly more work for our team, we may need to revise our fees to support the efforts of this project.

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. Design Development

Due to the aggressive schedule, a traditional Schematic Design phase will not be included. The first meeting will be used to confirm the Conceptual Layout represented in Appendix B. During the Design Development phase we will meet with you a total of **Three (3)** 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.

4. Construction Documents

Once the design development has progressed to a point we believe is sufficient to begin construction documents, we will proceed with the production of the following documentation:

- A. Construction documents and specifications will be prepared to indicate the location and construction specifications of all architectural items in sufficient detail for the project to be priced and constructed. Construction documents will include the following:
 - a. Site Plan: Incorporate a site plan provided by you or your civil engineer noting location of existing buildings, parking and exterior elements. If a site plan is not available, creation of one shall be considered additional services.
 - b. Accessibility Plans: Incorporate an accessibility plan noting location of accessible paths of travel, accessible parking and accessible restrooms.

- c. Floor Plans: Indicate location and construction specifications of all partitions, doors, frames and hardware, glass partitions, and millwork.
- d. Reflected Ceiling Plans: Show the location of the various types of ceilings and of all standard and special light fixtures, power feeds, switches and related elements.
- e. Power and Signal Location Plans: Show the location of all power, telephone, and data communications outlets.
- f. Finish Plans: Describe the location and specification of all proposed paint, carpeting, floor coverings, fabrics, and other special finishes including transitions.
- g. Elevations: Develop elevations that will describe the key spaces in the project. Key the elevations to the details necessary to complete the construction.
- h. Details: Add sufficient details to the project to help describe the intent of the design.
- i. Furniture, Casework + Fixtures: Prepare location drawings showing approximate size and footprint of proposed furnishings, lab casework, fixtures and shelving, for the purposes of plan layout only. Actual design and specification of furniture and lab casework is not included in this proposal, and if requested, is additional services.
- j. 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.
- k. Equipment: Based on an equipment list you provide, we shall prepare location drawings showing approximate size, footprint and MEP connections for proposed equipment, for the purposes of plan layout and coordination only.
- l. Provide CAD and/or Revit backgrounds to the Consultants selected by you with a level of description (LOD) of 300.

5. Bid Coordination

Coordinate **One (1)** round of bidding to a pool of up to **Three (3)** General Contractors or if the project is utilizing a Construction Manager, **One (1)** round of trade bidding. If the bids exceed the budget that was approved based on the previous pricing packages, value engineering to reduce the scope shall be considered additional services.

6. Permit (*Alternate Scope*)

During the permitting phase, we will provide Architectural documents to the appropriate governing authorities in order to secure the necessary approvals for construction. Preparation and submission of permit documents for other disciplines, other trades, or other Building Departments are not included in this proposal.

The permit fees levied by the governing authorities are not included in this proposal.

It is our understanding the governing jurisdiction for this building is the Department of Buildings in New York City.

7. Construction Administration

This phase commences upon initial meeting with the General Contractor. For up to **Eight (8)** consecutive weeks we will:

- A. Act on your behalf only to the extent provided in the Construction Documents, unless otherwise stipulated in writing and consented to by you.
- B. Establish appropriate site meetings and communication procedures for the administration of the project's construction. We anticipate Client-Architect-Contractor meetings shall be held on a weekly basis, either on site or virtually, for the duration of the construction. Meeting minutes during construction administration and site meetings will be recorded by the awarded General Contractor or Construction Manager.
- C. Review of Shop Drawings and Submittals: Review, approve, or act appropriately on specified contractor submittals including shop drawings, product data, and samples. Review of submitted materials includes up to **One (1)** revision review.
- D. Site Visits: Visit the Project premises up to **One (1)** time per week for up to **One (1)** hour per visit to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Construction Documents. On the basis of such observations as an Architect, inform you of the progress and quality of the work and notify you of any observed defects and deficiencies in the work of the Contractor.
- E. At a substantial completion of the project, a final review of the construction will be made by us and a punchlist will be prepared to call attention to any remaining architectural defects or deficiencies in the work of the Contractor. We will provide **One (1)** continuous walkthrough of the site to prepare the architect's punchlist. Once the Contractor has verified all the punchlist items have been addressed, we will visit the site **One (1)** time in an effort to determine if it appears the punchlist is complete in accordance with generally accepted industry standards.
- F. Review all applications for payment and change orders.
- G. Completion of Construction Administration services are defined as the Date of Substantial Completion, or **Two (2)** calendar weeks from the date the architect's punchlist is issued, whichever is earlier. Meetings after the date of substantial completion will be Additional Services.

8. Construction Budget Estimating

We will work with our cost estimator to prepare a construction budget after the Design Development phase, based on the Design Development Drawing Set and any accompanying narratives necessary to define the scope.

- A. The budget will be outlined based on Construction Specifications Institute (CSI) MasterFormat trade divisions.
- B. The cost estimator will provide comments on risk, cost fluctuations and contingency and all assumptions will be clearly defined.
- C. We will provide comment on the detailed budget prepared by the cost estimator based on our recent experience and observations as architects.
- D. The budget estimate will not include vendors or contractors directly contracted with Grand Street Settlement.

3

[Firm Qualifications]

Related Experience

Through the projects we have completed and our current, ongoing projects, BAM is extraordinarily active in the marketplace. Our experience across our key sectors has provided our team a firm understanding of the environment and industry trends. We have added to our wealth of knowledge by collaborating with our clients on innovative projects to support organizations both now and for the future. Please see below for an overview of BAM's experience in not-for-profit and additional projects similar to the needs of the Best Buy Tech Center.

BAM has collaborated with organizations on not-for-profit engagements to support both individuals and the community at large, and we include select highlights of these engagements below:

Duke Cancer Center | Caring House

Located in Durham, NC, Caring House provides affordable housing for patients and their caregivers. The environment is built for comfort – a screened in porch, water garden with koi pond and a library all work toward re-creating a feeling of home. BAM upheld this aesthetic with a friendly color palette and open plan in the kitchen. Designed as a communal area, it allows for versatility between larger and smaller groups with multiple appliances, ample storage, and plentiful counter space.

Make-A-Wish | “Dream Cloud” Bedroom Redesign and Renovation

During a recent Wish Kid interview, a child and family requested a room renovation for a bedroom to accommodate the child's specific needs, including medical supplies, a hospital bed, and finishes for easy cleaning to maintain a sterile environment. As BAM has designed a variety of healthcare environments, including pediatric spaces, BAM was excited to collaborate on this design opportunity to BAM to grant this child's wish. BAM team members collaborated to realize this child's wish of a bedroom with a “dream cloud” theme. The room is designed for two little girls with room for a nurse's chair, ample storage, and a custom closet to house medical equipment and supplies. With bright colors, the sky-blue walls feature cloud decals, and the rest of the room features pink accents and playful furniture.

We understand the importance of design standards to reflect client culture and branding while also being conscious of cost and long-term use. We have had the pleasure to work with a number of well-known organizations, developing long lasting relationships with them. BAM Creative has experience with projects similar to the needs of Grand Street Settlement and the Best Buy Tech Center.

Client References

Select client references are listed below, with project information shown in the following pages. Additional references may be provided upon request.

Ronald McDonald House of Long Island

Jennifer Nicholson
Chief Operating Officer, RMHC New York Metro
Ronald McDonald House Charities
jnicholson@rmhcnym.org

Yale New Haven Health Lauren Telesz | Smilow Teen Center

In Partnership With Teen Cancer America
Pete Focareto
Senior Project Manager
Yale New Haven Health
Pete.Focareto@ynhh.org

Regeneron DNA Learning Center

Michelle Fritsche
Director, Workplace Strategy & Planning | Real Estate and Facilities Management
Regeneron Pharmaceuticals
michelle.fritsche@regeneron.com

Relevant projects with these clients include, but are not limited to, the projects shown on the following pages.

Ronald McDonald House Charities

**Ronald McDonald
House of Long Island**

Stony Brook, New York

Partnering With The Client

The Not-For-Profit project type brings a different set of requirements for project management that BAM is well positioned for. Regardless of organization type, BAM's relationship centric project and client approach bodes well when there are many stakeholders involved in the development and planning process. We understand that there are a variety of voices that need to be heard from and requirements addressed, including Board Members, Donors, Organization Leadership, and End Users to name a few. Clear and consistent communication is critical for all parties to move together in a unified project approach. BAM led presentation and discussions through each phase of the project's development to ensure project success from all vantage points.

Home Away From Home

The Ronald McDonald House Charities organization and service offerings have expanded since its inception in 1974. The short term to long term stay facilities, which were once residential home conversions, are now being developed into first class hospitality operations. Even with the Stony Brook location being planned for as a larger development, a focus of the design was not to lose the welcoming and comforting residential aesthetic.

Caring For The Environment

The building design team is putting a high priority on environmentally conscious specifications and design approach. The project incorporates use of renewable materials and design features such as green roof elements. Storm water mitigation was another priority in the site design planning for a dry well system to retain most of the site's needs.



Yale New Haven Health

**Lauren Telesz
Smilow Teen Center**

In partnership with Teen Cancer America
New Haven, Connecticut

Collective Support

A resulting collaboration between a long-term Yale donor, The Who's charity Teen Cancer America, and Lauren Telesz, a cancer survivor whose passion raised a majority of the project's funding.

Unique Population

Focus on the needs of a unique and often overlooked demographic – teenage cancer patients.

Bonding and Community Building

A place for hospital bound teens and young adults to go to do what people that age want to do...socialize, explore, imagine, and grow.



Photography © Albert Vecerka | Esto



Regeneron Pharmaceuticals

DNA Learning Center

Sleepy Hollow, New York



Photography © BAM Creative

Fostering STEM Interest

A dynamic, on-site location for high school students to conduct research in high-end labs used by professional scientists.

Academic Environments

In nearby classrooms, teachers may use smart boards and other top-tier technology to build upon the science students are working on at their benches.

Engaging Design

Matching the colorful finish standards in other areas of Regeneron, the DNA Learning Center teaches students that science is fun, and the work environment may be fun, too.



4

[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
Paola Rojas AIA	Project Manager
Colleen Robinson NCIDQ, LEED AP	Interior Design Project Manager

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.



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



Paola J. Rojas

AIA
Architect



With a dynamic background in architectural design, Paola finds herself involved in all aspects of our projects from concept to construction administration. She is experienced in leading and coordinating responsibilities between the designers and consultants, ensuring projects move forward smoothly.

In addition to leading integrated teams throughout a project, Paola's experience with building exteriors, historic buildings, and preservation contributes to BAM's strong and varied knowledge to provide a tailored design for the benefit of our clients.

Experience

Total of 21 years' experience

- BAM Creative
- Bone/Levine Architects
- O.P. Studio
- Ser Design Associates, Inc.
- Armando M. Montero & Associates, P.A.

Selected Projects

- 62 Greene St. Owners Corp.*
New York, NY
- 69 Murray Housing Corp*
New York, NY
- Bayard House Condominium*
New York, NY
- BLDG Management Co., Inc*
New York, NY
- Fine Arts Housing Inc. The Powell Building*
New York, NY
- Gramercy Arms Corp*
New York, NY

Education

University of Miami School of Architecture
B.A., Arch.

Registrations + Associations

Registered Architect:
New York, Florida

AIA

NCARB

Grand Loft Corp*
New York, NY

Greenwich Hospital
Rye Brook, NY

Northwell Health Northern Westchester Hospital
Mount Kisco, NY

Northwell Health Plainview Hospital
Plainview, NY

Regeneron Pharmaceuticals
Tarrytown, NY

SCOR
New York, NY

United Nations International School, Queens Campus*
New York, NY

Weill Cornell Medicine
New York, NY

Yale New Haven Health
New Haven, CT

* work performed with other firms



Colleen Robinson

NCIDQ, LEED AP
Interior Design Project Manager



Interior Design

Colleen works directly with the architectural team to bring her knowledge of interior design into our projects. Using her experience, she plans and designs interior environments through the selection of finishes, furniture, fixtures and equipment on projects across multiple disciplines.

Experience

Total of 13 years' experience

BAM Creative
2016-present

Orsini Design Associates, Inc.
2015-2016

Modular Architectural Interiors
2012-2015

Ligne Roset USA
2011-2012

Carmina Wood Morris, PC
2009-2011

Selected Projects

Calumet Bistro*
Buffalo, NY

Kenny Shelton Liptak Nowak Law Offices*
Buffalo, NY

Pace University
Multiple Locations

Profectus Biosciences
Tarrytown, NY

Regeneron Pharmaceuticals
Tarrytown, NY

Reorg Research
New York, NY

Education

State University of New York at Buffalo State College
B.F.A. Interior Design

State University of New York at Buffalo
B.A., English and History

Registrations + Associations

LEED Accredited Professional

NCIDQ

Robinson Cataract Lofts*
Buffalo, NY

SCOR
Multiple Locations

Sheehan Memorial Hospital Cafeteria and Lobby Renovation*
Buffalo, NY

The White Building*
Buffalo, NY

VIACOMCBS
New York, NY

White Plains Hospital
White Plains, NY

William Seneca Administration Building*
Irving, NY

Windsong Radiology Center - Spindrifft*
Williamsville, NY

Yale New Haven Health
New Haven, CT

* Work performed with other firms



Consultant Services

To successfully achieve the project goals, we are anticipating the following consultants may be a part of the team, to be determined, in consultation with you.

Discipline	Name
Mechanical, Electrical, and Plumbing Engineering (if required)	ME Engineers
Cost Estimating	Elysium Construction
Permit Expeditor (if required)	Archetype Expediting

No other consultants are included in this proposal. We would be happy to provide recommendations for the consultants noted above. 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.

5

[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.

Option 1

(Project Scope not requiring Permit Filing and **6 week** Construction Schedule)

Phase	Duration	Dates
Site Verification	1 week	March 29 – April 5, 2021
Design Development	2 weeks	March 29 – April 12, 2021
Construction Documents	2 weeks	April 13 – 27, 2021
Bid Coordination	2 weeks	April 28 – May 12, 2021
Permit Filing (<i>If required</i>)	2 weeks *	April 28 – May 12, 2021*
Construction Administration (<i>estimated</i>)	6 weeks **	May 17 – June 30, 2021 **

Option 2

(Project Scope requiring Permit Filing and/or **8 week** Construction Schedule)

Phase	Duration	Dates
Site Verification	1 week	March 29 – April 5, 2021
Design Development	2 weeks	March 29 – April 12, 2021
Permit Filing (<i>If required</i>)	2 weeks *	April 12 – April 26, 2021*
Bid Coordination	2 weeks	April 12 – April 26, 2021
Construction Documents (<i>Fast Tracked, Concurrent with start of Construction</i>)	2 weeks	April 27 – May 11, 2021
Construction Administration (<i>Estimated</i>)	8 weeks **	May 3 – June 30, 2021 **

* BAM shall work closely and in good faith with the building owners and the city agencies to obtain the approvals that are required on the project. However, BAM cannot guarantee the duration of the approvals process as it is at the discretion of the authorities having jurisdiction.

** The Construction Administration period shall be agreed upon once a general contractor or construction manager has been engaged and has issued a detailed construction schedule acceptable to you.

6

[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 Services. 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 for the Basic Services include fees for consultants identified as part of the Project Team. 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	\$ 1,600
Design Development	\$ 4,000
Cost Estimating	\$ Included
Construction Documents	\$ 5,600
Bidding	\$ 1,600
Construction Administration	\$ 3,200
Total Basic Services \$ 16,000	
(Sixteen Thousand Dollars)	
Estimated Reimbursable Expenses \$ 880	
Alternate Services (Allowances)	
Mechanical, Electrical, Plumbing, Fire Protection Engineering	\$ 8,000
Expediting	\$ 15,000
Architectural Permit Filing / Self Certification	\$ 5,000
Mechanical, Electrical, Plumbing, Fire Protection Permit Filing / Self Certification	\$ 5,000

Estimated Reimbursables to be revised if Alternate Services are accepted.

A retainer of 5% of the Total Services Fee is required prior to the start of any work. Please provide a retainer in the amount of \$ 975 as part of the notice to proceed. 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
------------------------	------------

Third Party Crime	\$ 50,000
--------------------------	-----------

Automobile Liability	\$ 1,000,000
-----------------------------	--------------

Umbrella	\$ 5,000,000
-----------------	--------------

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
646.596.1579 mobile | dahn@bamcreative.io

BAM Creative
30 West 24th Street
Seventh Floor
New York, NY 10010

BAM

Creative

Thank you!