



**BAM**  
*Creative*

**NYU Langone Health**

Science Building, 5<sup>th</sup> Floor  
435 E30th Street  
New York, NY 10016

BAM Proposal 06-128-041-1604P

Thursday, April 22, 2021

Paul Wang | Senior Planner  
NYU Langone Health  
339 East 28<sup>th</sup> Street  
New York, NY 10016

Project: Science Building 5<sup>th</sup> Floor Lab Testfit  
Location: 435 E30th Street

Mr. Paul Wang:

The ideal approach to any project starts with questions to understand your needs. How does this Lab Relocation fit the complex needs of a diverse Life Science community? 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 our correspondences of scope prior to the date of this proposal.

We hope this submission may rekindle BAM Creative's relationship with NYULH. There have been several successful projects in years past, such as:

1. **Public Health Building, 8th Floor Renovation** [2002-2003]:  
Included Lab renovations, Cage Wash, and Full renovation of all public areas including bathrooms and lobbies.
2. **Parasitology, OPH building** [2004-2006]:  
Phased full renovation of building and all laboratories, including Karen Day lab floor, insectology area, various tissue culture and specialty PI areas, infrastructure, and support room upgrades.
3. **Berg Animal Facility** [2007-2008]:  
Full renovation of facility and replacement of security system, and gut/replacement of cage wash facility and infrastructure replacement.

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.

Regards,



Daniel Ahn, AIA  
Principal  
646.596.1579 mobile | [dahn@bamcreative.io](mailto:dahn@bamcreative.io)  
CC: Natalia Maldonado

Enclosure

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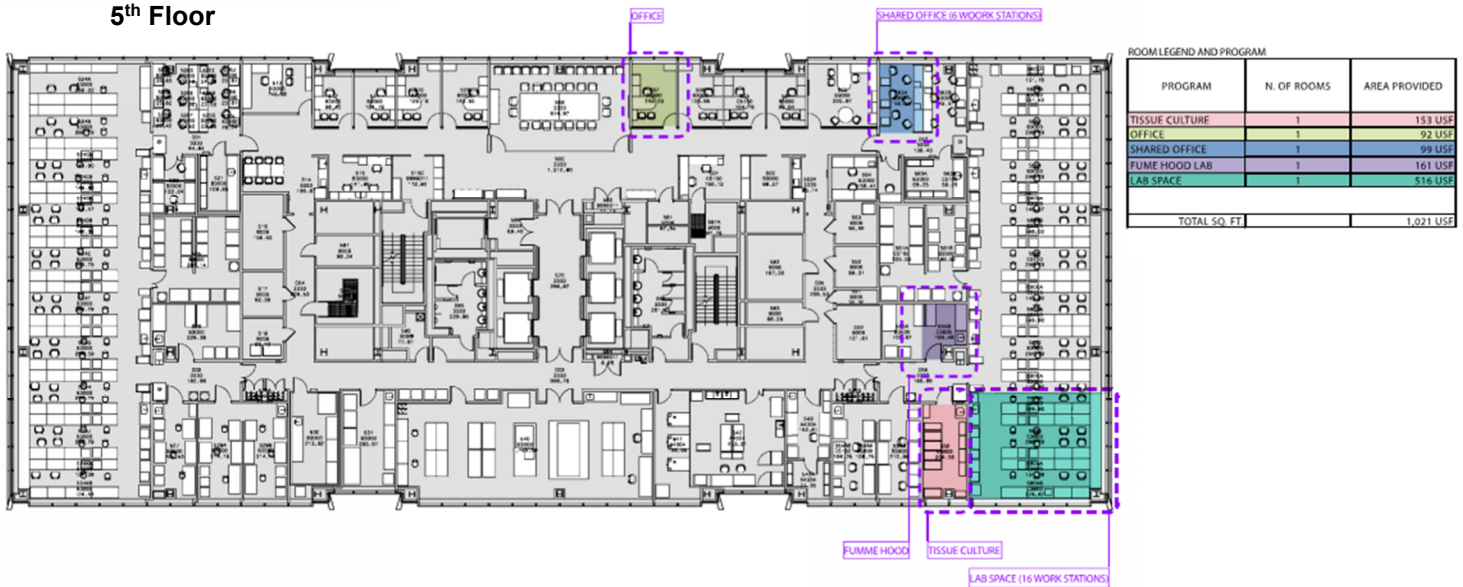
# 1

[ Scope Description ]

# Project Description

The scope of work is to provide Programming and Testfit design services for the program identified below, currently existing at the Alexandria West Tower, 5<sup>th</sup> Floor. We understand the proposed site for relocation to be the NYULH Science Building 5<sup>th</sup> Floor, highlighted in the plans below:

## Alexandria West Tower 5<sup>th</sup> Floor



## NYULH Science Building 5<sup>th</sup> Floor



Qualifications to proposed area of scope in NYULH Science Building, 5<sup>th</sup> Floor:

1. There are 6 workstations in a shared office within the existing Alexandria West Tower 5th Floor layout. However, there is no equivalent space to accommodate this program in the Science Building 5th Floor plan. Space allocation to be clarified during programming phase of design.
2. The shared Fume Hoods on the Science Building 5th Floor plan (neither Room 527 nor Room 550) were not identified to be within the project scope. We have assumed that the existing fume hood spaces can be utilized by the potential end users of this project scope.
3. The Excel File 'WT5 to SB5 NYULMC\_Inventory.2.22.2018' will need to be reviewed with the project team and its accuracy confirmed prior to proceeding with the Programming Phase. There are room descriptions on the '3. Room Type List' that are not reflected on the space plans provided by NYULH.

By NYULH request, BAM Creative has not included coordination of engineering and any other consultant services for you in connection with this project description. BAM Creative can provide those services, if required and requested by NYULH.

If your understanding or expectation differs, please let me know.

## 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 (Optional)**

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 project scope.
- E. Create Revit central file based on information and measurements gathered.

### 3. Programming (Optional)

During this phase we will confirm the programming established by NYULH. We will:

- A. Meet with you **One (1)** time to review the needs and requirements related to the program and to understand the goals and vision for the project.
- B. Discuss any unique requirements as they pertain to the program.
- C. Confirm programming information from you, including personnel headcount intent, functional needs, space allocations and adjacency requirements, technology and communication requirements, research + development lab requirements, and qualitative data on human factors.
- D. If requested by you, interviews and meetings with potential end users or anyone else you indicate will be involved with the project may be arranged and shall be billed hourly as an additional service.
- E. 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.
- F. Analyze the information provided and confirm the square footage of the proposed project scope area is adequate.
- G. 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.
- H. Revise the program up to **Two (2)** times based on comments from you and your designated representatives.
- I. Issue a final program and equipment list indicating the agreed goals for the project.

### 4. Conceptual Design / Test Fits

During this phase we will:

- A. Develop up to **Three (3)** conceptual space plan options, compliant with governing code requirements to show the approximate size and configuration of proposed partitions, doors, millwork elements, and placeholders for furniture and lab casework.
- B. Ensure the design is compliant with governing code requirements and targeted to your program requirements.
- C. Meet with you up to a total of **One (1) meeting per each option** requested, to discuss the conceptual design progress.
- D. Issue project communications noting status and next steps and distribute to team members.
- E. *If requested, for an additional fee* we shall prepare conceptual 3D renderings per space plan option to help describe each vision and convey the intended aesthetic appearance and revise the conceptual 3D renderings of the selected space plan option **One (1)** time to incorporate your comments.

- F. Additional conceptual design options or additional revisions, renderings, photorealistic renderings, and/or additional meetings and phone calls beyond the quantity noted above shall be considered additional services and shall be billed hourly.



# 2

**[ Firm Qualifications ]**

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## 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.

As Science + Technology specialists, we understand the importance of design standards to reflect client culture and branding while also being conscious of cost and long-term use. BAM Creative has experience with projects similar to the needs of NYU Langone Health including Molecular Biology Labs, Tissue Culture Rooms, and lab office and support space environments.

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

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# Regeneron Pharmaceuticals

## Campus Lab and Workplace Renovations

Tarrytown, New York



### Master Planning

A first generation fit out of a 140,000 square foot life sciences research and development building – the largest construction project in Westchester when built.

### First to Market

Scientific innovations resulting in life-saving treatments.

### Workplace as Recruiter

Architecture and interior design featured in The Wall Street Journal as an environment for recruitment and retention.



Photography © Albert Vecerka | Esto

# Acorda Therapeutics

## Life Science Campus

Ardsley, New York

### Unearthing New Floor

Sculpting and digging out the partially subterranean first floor enabled the building to leverage natural site characteristics which resulted in minimized reliance on the MEP systems, reduced contamination issues and increased researcher satisfaction due to the lab placement providing expansive views of the Saw Mill River Valley.

### Connector Building

BAM devised a plan to join existing buildings with a "connector building" designed both as a functional pedestrian bridge while also encouraging connections across campus as a location for impromptu meetings.

### Town Square

Design reinvented a 1960s corporate campus to foster collaboration by adding a campus "town center" - one of the first of its kind, and one of many upgrades that supports Acorda's accelerated growth and further strengthened its culture.



Photography © Albert Vecerka | Esto





### Adaptive Reuse

Transformation of an old line industrial property into the state-of-the-art HATCHspaces bioscience facility.

### Market Repositioning

Project combined the varied elements of renovation, ground-up work and technical conversion of the factory and warehouse into a practical and visually exciting space to attract leading scientists and researchers.

### LA Mayor's Spotlight

Awarded a certificate from the LA Mayor's office recognizing HATCHspaces as the "first biotech wet lab coworking facility" in Los Angeles.



Photography © Nirav Solanki Photography

# T-Cure Bioscience

**Cancer Research,  
Tissue Culture and Molecular  
Biology**

Los Angeles, California



## **Problem Solving Solution**

T-Cure's design problem; the ideal one-story warehouse was designed for creative offices rather than labs.

## **Lab Conversion**

Sleek design converted select areas to labs that meet stringent research requirements.

## **Collaboration and Innovation**

Improved workplace areas to promote brainstorming and support impromptu meetings.



# 3

[ **Work Plan + Fee Structure** ]



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# Project Schedule

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

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<b>Design</b>	
<i>Project Kick Off Meeting</i>	<i>Week of May 3, 2021</i>
<i>Programming</i>	<i>Week of May 10, 2021</i>
<i>Site Survey</i>	<i>Week of May 10, 2021</i>
<i>First Round of Testfit</i>	<i>Week of May 17, 2021</i>
<i>Each Subsequent Round of Testfit</i>	<i>(1) Week / Round</i>

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# 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.

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

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# Compensation

Fees for Basic Services are proposed on a FLAT FEE basis. 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.

<b>Architecture</b>	
Programming	\$ 1,600
Site Survey	\$ 2,200
Testfit ( <i>per testfit option</i> )	\$ 2,400
<hr/>	
<b>Total Basic Services</b>	<b>\$ 6,200</b>
<hr/>	
<b>(Six Thousand Two Hundred Dollars)</b>	
<b>Estimated Reimbursable Expenses</b>	<b>\$ 500</b>
<hr/>	

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 personal, 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.

<b>General Liability</b>	
Per Occurrence	\$ 2,000,000
Aggregate	\$ 4,000,000
<b>Professional Liability</b>	
Per Occurrence	\$ 5,000,000
Annual Aggregate	\$ 5,000,000
<b>Cyber Liability</b>	\$ 500,000
<b>Third Party Crime</b>	\$ 50,000
<b>Automobile Liability</b>	\$ 1,000,000
<b>Umbrella</b>	\$ 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:



Agreed:

Daniel Ahn, AIA

Principal

646.596.1579 mobile | [dahn@bamcreative.io](mailto:dahn@bamcreative.io)

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

# 4

**[ Lab Inventory Exhibits Provided by NYULH ]**



**NYU LANGONE HEALTH**  
NYU School of Medicine  
SCIENCE Building 5th Floor  
Project Number 06-128-04

## NYU Langone Medical Center

[illegible]



**BAM Creative**  
30 West 24th Street  
Seventh Floor  
New York, NY 10010  
(646) 522-5550

**NYU LANGONE HEALTH**  
NYU School of Medicine  
Project Number 06-128-04.1

NYU Langone Medical Center

EQUIPMENT LIST FOR ITEMS USED BY THE LAB, BUT OWNED BY OTHERS

GENERAL INFORMATION FOR EQUIPMENT USED BY THE LAB, BUT OWNED BY OTHERS							FREQUENCY OF USE / COMMENTS
Item No	EQUIPMENT TYPE	OWNER: Another lab/ Department/ Core	EXISTING LOCATION	TO: LOCATION IF RELOCATED	MANUF.	MODEL NO.	
1	Flow Cytometer	Core					2-3 per week
2	Cortical Microscope	Core					2-3 per week
3	Fluorescence Microscope	Core					3-4 per week
4	High Speed Cold Centrifuge	Core					~3 times per week
5	Cryostat Sectioning Machine	Core					Once per week
6	Ultracentrifuge	Core					Once per week



**BAM**  
*Creative*

**BAM Creative**  
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Seventh Floor  
New York, NY 10010  
(646) 522-5550

**NYU LANGONE HEALTH**  
SCIENCE Building 5th Floor  
Project Number 06-128-041

NYU Langone Medical Center

Principal Investigator: Dr. Shukti Chakravarti				Other Lab Space Needs	
Department:					
Location:					

Item #	Room Description	Quantity	Dimensions	Primary Uses	Can it be Shared?	Notes/Special Requirements
1	Tissue Culture Room	1	10 ft X 9 ft	Tissue Culture Experiments	NO	We will need enough space to accommodate 2 incubators, 2 cell culture hood and 2 microscope, Cell counter
2	Microscopy	1	10 ft X 9 ft	IHC and ICC Imaging	NO	We will need a space to accommodate 2 microscopes
3	Procedure Room	1	10 ft X 9 ft	End point analysis and tissue procurement from infected mice BSL2	NO	We will need a space to keep 1 biosafety cabinet and mice cages (Maximum 10 at any time) when we bring them to the lab for euthanasia and end point analyses
4	Environmental Room	NA				
5	Others (please itemize):	NA		Cryostat		





**BAM**  
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**BAM Creative** **NYU LANGONE HEALTH**  
30 West 24th Street  
Seventh Floor  
New York, NY 10010  
(646) 522-5550  
NYU School of Medicine  
Project Number 06-128-041

NYU Langone Medical Center

LAB STAFF SUMMARY											
Principal Investigator: Dr. Shukti Chakravarti											
Department:											
Location:											

STAFF NAME		ROLE						STATUS (HOURS/WEEK)		ASSIGNED WORK SPACE PER LAB STAFF MEMBER				
Name/Position	PI	OTHER FACULTY	POST DOC	TECH	STUDENT	ADMIN	OTHER	FULL TIME hours / week	PART TIME hours / week	PRIVATE OFFICE	SHARED OFFICE	OPEN (DRY) WORK STATION	TECH DESK	LAB BENCH
			Y					Y			Y			Y
				Y				Y				Y		
			Y					Y			Y			Y
			Y					Y			Y			Y
				Y									Y	Y
TOTALS	0	0	3	2	0	0	0	4	0	0	3	1	1	4



**BAM CREATIVE**  
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Seventh Floor  
New York, NY 10010  
(646) 522-5550

**NYU LANGONE HEALTH**  
SCIENCE Building 5th Floor  
Project Number 06-128-041

Equip ID	Description	Manufacturer	Model	Depth(in.)	Width (in.)	Height (in.)
SC1	Freezer-80	Sanyo		34	32	78
SC2	Freezer-20	Thermo Fisher		32	28.5	68
SC3	Refrigerator (4 degree)	Fisher Scientific		27	32	65
SC9	Tissue culture Incubator	Napco		24	30	36
SC10	Gel Imager	Bio Rad		16	26	48
SC12	Incubator shaker	New Brunswick Scientific				
SC13	Isotemp Incubator	Fisher Scientific		24	25	39
LN2	Liquid Nitrogen Tank					

# BAM

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Thank you