



Fountain Life

4 Westchester Park Drive Expansion

4 Westchester Park Drive | White Plains, NY 10604

Proposal/ Architectural and related services

BAM Proposal 21-122-001-1667P

July 22, 2021

Fountain Life
4 Westchester Park Drive



July 22, 2021

Dr. George Shapiro | Chief Medical Innovation Officer
Fountain Life
4 Westchester Park Drive | White Plains, NY 10604

Project: 4 Westchester Park Drive Expansion: Medical Consulting and Flexible Event space
Location: 4 Westchester Park Drive, White Plains, NY

Dr. Shapiro:

The ideal approach to any project starts with questions to understand your needs. How should this consulting and flexible event space fit the complex needs of a diverse customized personal medical service community? How may the design foster research, education, discovery, and collaboration within and across disciplines? Inside the building, what degree of flexibility should allow for future growth and change?

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

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

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

We also hope this submission may serve as a starting point for discussion as we learn more about your dreams for this important expansion of your 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 dark ink, appearing to read "DCastner".

Dan Castner, AIA, LEED AP
Principal | NY State Lic No. 033403
646.522.5503 mobile | dcastner@bamcreative.io
CC: Ross Cole, Natalia Maldonado

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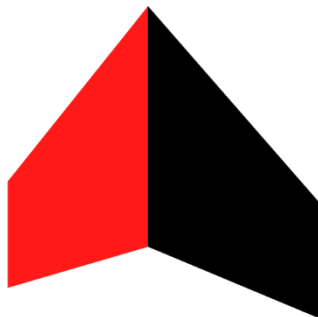
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[Firm Overview]

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.*

Our Services

Services BAM provides includes, but are not limited to, the following. If there is something else you are seeking for your project, we are eager to open a dialogue to understand your additional needs.

Architecture

- Feasibility Studies
- Master Development Planning
- Real Estate Strategy
- Master Planning
- Site Planning
- Site Selection
- Site Survey
- Design Guidelines
- Conceptual Planning
- Budget Pricing Plans
- Building Evaluation
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration
- Sustainable Design
- Project Management
- Lab Planning + Design

Branding+Digital

- Branding
- Strategic Communication
- Responsive Web Design
- Motion Graphics
- Video Production + Editing
- UX/UI
- Environmental Design
- Way-finding and Signage
- Presentation Design
- Digital Strategy
- Social Media

Interior Design

- Brand Integration
- Block Planning
- BOMA Calculations
- Measured Drawings
- Feasibility Studies
- Programming
- Space Planning
- Testfits
- Design Development
- Construction Documents
- Construction Administration
- Furniture Selection + Coordination
- Accessories Selection + Coordination
- Signage + Environmental Graphics
- Workplace Standards

Strategic Action

- Change Management
- Communication Development + Delivery
- Website Portal Creation
- Video Production for Messaging
- Programming + Benchmarking
- Strategic Repositioning
- Strategic Planning
- Work Flow Process Improvements
- Workplace Strategy
- Protocol Development
- Beta Testing
- Forecasting and Survey of Industry Trends
- Post Occupancy Surveys

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[**Services** + Scope]

Project Description

The work is for renovations to the building located as noted herein. The basic services consist of the design of a renovation on the second floor of the building. The scope of work includes an alternate for an immersive A/V design within the flexible event space.



Preliminary floor plan. Area of work in red and orange.

Scope of Work

We anticipate a full interior renovation of the existing premises, and selective exterior work will be required as part of the MEP infrastructure upgrades. We understand the building will be unoccupied for the duration of the renovation.

We understand that the project includes a medical office/consulting area with training, as well as a central immersive experience area. We have provided two options for the immersive area:

1. Minimal Immersive experience:

- A. Design Professional Team only.
- B. Off-the shelf A/V products only
- C. Creative use of architecture, but minimal customized design
- D. Vendor provides design only, fabrication and installation by others.
- E. Content/Software By Others.
- F. Standard Product Conditioning at Close-out.

2. Fully Immersive experience:

- A. Professional with experience with installation. Turnkey optional.
- B. Customized A/V products
- C. Creative use of architecture and A/V products, customization options beyond standard products.
- D. Coordination and fabrication of all products may be provided by design/build vendor.
- E. Content/Software By Others, can provide for additional service.
- F. Products customized and full commissioning of solution at completion of the project.

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. We anticipate the proposed Occupancy shall remain B-Business with an Accessory Assembly space

We anticipate that the existing parking is fully accessible and compliant with current applicable codes and does not require modifications to be fully accessible. Since no additional floor area is planned, we anticipate no change in parking counts.

We understand the base building and the restrooms are fully accessible and will not require renovation to be compliant with current applicable codes. We understand the existing elevator is likely compliant and does not require modernization to be compliant with current codes.

Fountain Life
4 Westchester Park Drive



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

BAM Creative will provide architectural design 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 still being estimated, and we will be in coordination with Batska as a full budget is confirmed.

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. Create Revit central file based on information and measurements gathered.

3. Programming

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

- A. Meet with you **Three (3)** times to review the needs and requirements related to the program and to understand the goals and vision for the project.
- B. Discuss any unique requirements as they pertain to the program.

- C. Collect programming information from you, including personnel headcount intent, functional needs, space allocations and adjacency requirements, technology and communication requirements, research + development lab requirements, amenities requirements including reception, collaborative and conference areas, and qualitative data on human factors.
- 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 to determine the ideal square footage requirements.
- 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 indicating the agreed goals for the project.

4. Schematic Design

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

- A. Meet with you up to a total of **Three (3)** times to discuss the schematic design.
- B. Refine the design option selected in the Conceptual phase.
- C. Prepare up to **One (1)** revision to the preferred schematic design option to reflect your comments.
- D. Prepare up to **Four (4)** schematic 3D renderings of key areas in the project to clarify the design intent.
- E. Based on your preferences, begin to develop the visual character of the space and prepare inspiration boards with example images, finishes, and material samples.
- F. Coordinate with consultants to develop scope of work narrative and location of major MEP equipment.
- G. Ensure the design is compliant with governing code requirements.
- H. Issue Project Communication with status and comments received and distribute to team members.
- I. Additional schematic design options or additional revisions, additional renderings, photorealistic renderings, and/or additional meetings beyond the quantity noted above shall be considered additional services and billed hourly.

5. Design Development/ Permit Set preparation

We understand that the client is looking to expedite the permit process, by issuing a drawing set prior to the completion of the bidding package. In addition, we understand that a finish standards package is being prepared for the project by other parties. This phase commences once the schematic design direction is established. During this phase we will meet with you a total of **Four (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. Based upon standards established, select final and supplemental finishes, prepare the final design development documents, and issue a permit set.
- C. Prepare a final presentation of the above items for your review and approval.
- D. Update Project Communication with status and comments received and distribute to team members.

6. Construction Documents

Once the design development has progressed to a point we believe is sufficient to begin construction documents, we will meet with you up to a total of **Three (3)** times to review the Construction Documents as they are developed:

- 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. Accessibility Plans: Incorporate an accessibility plan noting location of accessible paths of travel, accessible parking and accessible restrooms.
 - b. Floor Plans: Indicate location and construction specifications of all partitions, doors, frames and hardware, glass partitions, and millwork.
 - c. 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.
 - d. Power and Signal Location Plans: Show the location of all power, telephone, and data communications outlets.
 - e. Finish Plans: Describe the location and specification of all proposed paint, carpeting, floor coverings, fabrics, and other special finishes including transitions.
 - f. Elevations: Develop elevations that will describe the key spaces in the project. Key the elevations to the details necessary to complete the construction.
 - g. Details: Add sufficient details to the project to help describe the intent of the design.
 - h. 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.

- i. 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.
- j. 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.
- k. Provide CAD and/or Revit backgrounds to the Consultants selected by you with a level of description (LOD) of 300.

7. Bid Coordination

Coordinate **One (1)** round of bidding to a pool of up to **Four (4)** 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.

8. Permit (NY)

During the permitting phase, we will provide Architectural documents to the appropriate jurisdiction 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 the Town of Harrison, New York. BAM understands the expectations and is very familiar with this building department.

9. Construction Administration

This phase commences upon initial meeting with the General Contractor. For up to **Twenty (20)** 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 General Contractor.
- 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 **Two (2)** hours 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.

10. Additional Services (See Compensation for fees)

The following are Additional Services to the Basic Scope if requested by you.

- A. Furniture coordination: If requested, we will coordinate with the furniture vendor, for an additional hourly fee.
- B. Design, Mock-up and Pricing of Furniture and Fixtures: If requested, detailed drawings and mock-ups of any special millwork, cabinetwork, decorative lighting, or custom features/furniture may be provided for an additional fee.
- C. Renderings: If requested, photo-realistic renderings may be provided for an additional fee.
- D. Signage: If requested, signage may be provided for an additional fee.

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[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.

As medical office and immersive environment 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 Weil Cornell Medical College, including cutting edge specialty offices offering customized personal care with extensive AV experiences to effectively communicate diagnostics and imagining to the patients.

Relevant projects and clients include, but are not limited to, the projects shown on the following pages, following the overview of “Specialized + Unique Services”.

Specialized + Unique Services

Visualizations

Our architects and designers understand the importance of conveying design potential in presentations and translating exciting design into built spaces through architectural design programs including the AutoDesk Suite of software such as Revit and AutoCAD. We further push the boundaries of presentation and design through software such as Rhino, Grasshopper, SketchUp and others. Our team enhances the design visuals with programs in the Adobe Creative Suite. The designers use their combined expertise in different modeling and editing programs to create 3D renderings in-house to properly visualize the space.

As part of our mission, BAM strives to stay on the cutting edge of architectural design presentation. Our team utilizes virtual and augmented reality technology systems to allow clients to experience their projects in the truest fidelity possible prior to construction.

Branding and Interactive Design

BAM is an integrated, multidisciplinary design studio.

As such, we offer all of the critical communication design services our clients need, including: strategic messaging, integrated branding, identity and logo development, web design and development, motion graphics design, video editing, and print and digital marketing collateral.

Technology provides an ease and convenience of collaboration between clients, consultants, and BAM. Websites and other digital platforms have proved invaluable in gathering stakeholder input and conveying key information to facilities departments and end users.

BAM has further embraced web-based platforms to update stakeholders and/or occupants on project status, generating excitement and bonding over the design and the space.

Change Management

Change Management and cultural advancement for our clients results in higher productivity, greater satisfaction for employees and constituents, eases the transition and generates excitement. Current client engagements include Change Management for Fortune 100, leading healthcare organizations, and boutique professional service firms.

Northwell Health Northern Westchester Hospital

Center for Plastic Surgery and Medi-Spa

Chappaqua, New York

Program Relocation

Limited in its original space, BAM led the relocation of the Aesthetics Institute program to a new location that better serves the needs of staff and patients.

Article 28

Key elements of the design created an Article 28 space and welcoming environments for the patients and their families through a new entrance, reception and comfortable waiting area.

Design in BIM

Project designed in BIM as a streamlined method of comprehensive design and documentation.



Image © BAM Creative

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.



Weill Cornell Medicine

JACX Medical Offices

Long Island City, New York

Centralized Patient Care

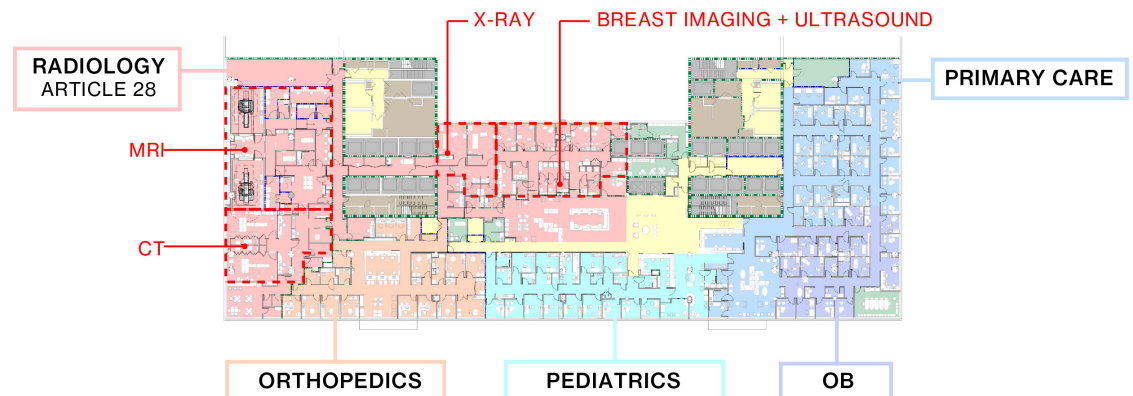
This 50,000 SF facility brings forward-thinking patient care in radiology (Article 28), primary care, OB, pediatric and orthopedic practices to one central location. The radiology practice provides MRI, CT, X-Ray, mammography and ultrasound imaging. The design also features a 3,500 SF physical therapy gym.

Immersive Wellness

Design inspiration focuses on providing creative, high end details and finishes to foster a sense of tranquility. The space incorporates lush, calming greenery through preserved plants, large format wall and floor tiles providing a luxury look through an affordable stone alternative, and curves throughout the space for a softer feel.

Intuitive Design

Wayfinding is built into the space through the green wall and tiles that bring visitors down the corridor to the inspiring stairwell, leading to the offices. The design echoes the culture of healthy habits, as the medical staff are encouraged to work out, practice yoga, and use the stairwell to increase their steps.



Weill Cornell Medicine

The Center for Reproductive Medicine

New York, New York

Leading Organization

Weill Cornell Medicine is one of the most selective medical institutions in the world.

Growing Practice

The Center for Reproductive Medicine is one in Weill Cornell's expanding network of off-site Facilities in the New York region.

Maximum Efficiency

Project involved site selection, programming and design to reposition an existing office building for medical use.



Photography © Albert Vecerka | Esto

White Plains Hospital

Digital Theater

White Plains, New York



Interactive Technology

Complete auditorium renovation that integrates interactive digital technology and extensive energy efficiency.

Community Center

The Digital Theater serves many audiences, including the hospital through medical presentations and the community as a venue for speakers.

Cost Savings

The hospital realized construction cost and long term energy savings by undertaking simultaneous upgrades to adjacent areas.



Yale New Haven Health

Pediatric MRI Suite

New Haven, Connecticut

Healthcare Leader

Connecticut's largest healthcare system and one of the world's most distinguished medical schools.

Distraction Therapy

Whimsical design geared toward helping the pediatric patients feel more comfortable and making their experience in radiology as stress-free as possible.

Improved Results

Less anxiety means a lowered chance the children will move during the MRI scan, reducing their time in the machine and allows the hospital to attend to more patients in a day.



Photography © BAM Creative

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[Team Experience]

Team Overview

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

Team Member	Title
Ross Cole AIA	Founding Principal
Dan Castner AIA, LEED AP	Principal
Helen Cohen AIA, LEED AP BD+C	Project Director
Kimberly Chin	Interior Design Project Manager
Daniel Merkt-Blatz RA	Architect
Amanda Hoch	Architectural Project Manager
Tara Gangwar	Interior Designer
Stephen Cannarelli	Branding + Digital Director

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

References may be provided upon request.



Ross Adam Cole

AIA, IFMA
Principal



Ross co-founded BAM Creative after winning the New Enterprise Award of New York University's Stern Graduate School of Business. His clients include well established and emerging names in the corporate, healthcare, science and technology worlds. He's led design teams that continue to push the envelope on trends, from incubator labs to the first hybrid operating suite at Yale New Haven Health to master plans and campuses. Ross received his Architectural degree from the University of Maryland and is a registered architect in multiple states. He's an active member of the AIA and IFMA where he served on several committees. Ross is responsible for quality control and client satisfaction in implementing the client's requirements. He is the focal point of information flow between the client, consultants, and BAM's staff. He spearheads the required architecture process, coordinates various disciplines, enforces quality control, and administers the project so that the schedules and budget are met.

Experience

Total of 37 years' experience

BAM Creative
Founding Principal

Farrington Design Group
Davis Brody Bond
Gensler Associates
Perkins & Will

Selected Projects

Acorda Therapeutics
Ardsley, NY

BioMed Realty Trust, Inc.
(acquired by Blackstone)
Multiple Locations

Columbia Presbyterian Hospital
New York, NY

Gerson Lehrman Group
New York, NY

Hitachi America, Ltd.
Multiple Locations

NYU Langone Orthopedic Hospital
New York, NY

JP Morgan Chase
New York, NY

Education

University of Maryland School of Architecture
B.S., Architecture

Lake Nona Life Sciences
GuideWell Innovation Center
Lake Nona, FL

LexisNexis
New York, NY

Madison Square Garden
New York, NY

NBC Universal
Multiple Locations

New York Eye and Ear Infirmary of Mount Sinai
Multiple Locations

NYU Langone Health
New York, NY

NYU School of Medicine
New York, NY

Reed Elsevier
Multiple Locations

Registrations + Associations

Registered Architect:
New York, Connecticut

AIA
IFMA Former Secretary

Regeneron Pharmaceuticals
Tarrytown, NY

SCOR Reinsurance
Multiple Locations

VA Medical Centers
Multiple Locations

Westchester Medical Center
Valhalla, NY

Xerox
Tarrytown, NY

Yale New Haven Health
New Haven, CT



Daniel Castner

AIA, LEED AP
Principal



Architecture

As practice leader, Dan specializes in helping entities in crafting a market plan for the future of their facilities. He does this by analyzing factors such as company culture and market trajectory to create a cohesive, long-term strategy for future development.

Dan is also responsible for planning and project management at BAM. He oversees the preparation of construction documents and specifications, and assures an integrated architectural vision.

As an advocate for BAM's client development, he also seeks out potential clients and educates them about the value our services bring in enabling the potential growth of their business.

Experience

Total of 23 years' experience

BAM Creative
2001-present

Nastasi Architects
2000-2001

Kushner Studio
1998-2000

Selected Projects

Acorda Therapeutics
Ardsley, NY

BioMed Realty Trust
(acquired by Blackstone)
Multiple Locations

Harlem Biospace
New York, NY

Hitachi America, Ltd.
Multiple Locations

NBC Universal
Multiple Locations

New York Presbyterian Hospital
New York, NY

New York University School of Medicine
New York, NY

Education

New Jersey Institute of Technology
B. Arch.

Registrations + Associations
Registered Architect
New York

AIA, AIA NYC Healthcare Committee

Business Networking International, Chapter 66

IFMA, IFMA NYC
NYC Chapter President

IFMA Fundraising
Sub-Committee Chair

LEED Accredited Professional

NY Biopharma Networking
Group Steering Committee

NYU Langone Health, including Orthopedic Hospital
New York, NY

Pace University
Multiple Locations

Profectus Biosciences
Tarrytown, NY

Progenics Pharmaceuticals
Tarrytown, NY

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

Regeneron Pharmaceuticals
Tarrytown, NY

St. Vincent's Medical Center
Bridgeport, CT

SCOR
Multiple Locations

VA Medical Center
Multiple Locations

Westchester Medical Center
Valhalla, NY

Yager Ambulatory Surgery Center
New York, NY

Yale New Haven Health
New Haven, CT

Yale New Haven Health, Shoreline Medical Center
Guilford, CT



Helen K. Cohen

AIA, IFMA, LEED AP, BD+C
Project Director, Practice Leader: Healthcare



Architecture

Helen has experience leading and managing the medical planning and architecture components of healthcare projects from programming through construction. She brings over 30 years of extensive experience in a wide range of programs in healthcare facility planning for both small and large facilities. As a practice leader, Helen uses her extensive experience to lead staff in creating projects that reflect the latest knowledge of healthcare delivery, materials, technology and design.

Experience

Total of 35 years' experience

BAM Creative
2013-present

HOK
2008-2013

Perkins Eastman
2005-2008

Davis Brody Bond
1985-2005

The Grad Partnership
1982-1984

Education

Columbia University Graduate School of Architecture, Planning and Preservation
M.S., Architecture and Building Design

Syracuse University School of Architecture
B. Arch.

Registrations + Associations

Registered Architect
New York and New Jersey

AIA
Regional Coordinator, Mid-Atlantic Region
Academy of Architecture for Health Chair
NYC Chapter Health Facilities Committee, 2004-2010

IFMA Healthcare Institute
LEAN Healthcare Certified
LEED Accredited Professional
New York Society for Health Planning
United States Coast Guard Auxiliary Division Commander

Selected Projects

Bronx-Lebanon Hospital*
Primary Care Clinics, Bronx, NY

Brookdale Hospital Center*
Five Satellite Ambulatory Care Centers, Brooklyn, NY

Children's Hospital Of New York Presbyterian*
New York, NY

HCA Osceola*
Kissimmee, FL

Jewish Renaissance Medical Center*
Perth Amboy, NJ

Lincoln Center for the Performing Arts*
Modernization Program, New York, NY

Martin Army Community Hospital*
Fort Benning, GA

Memorial Sloan Kettering Cancer Center*
New York, NY

Montefiore Medical Center
New Rochelle, NY

Mount Sinai Faculty Practice Associates*
New York, NY

Mount Sinai Medical Center*
Icahn Building, New York, NY

Nassau University Medical Center*
East Meadow, NY

New York Presbyterian Hospital
New York, NY

Northwell Health LIJ Forest Hills Hospital
Forest Hills, NY

Northwell Health Northern Westchester Hospital
Mount Kisco, NY

Northwell Health Plainview Hospital
Plainview, NY

Peconic Bay Medical Center*
Riverhead, NY

Queens Hospital Center*
Ambulatory Care Pavilion, Replacement Hospital, Jamaica, NY

Rhine Ordinance Barracks Medical Center Replacement*
Ramstein, Germany

St. Vincent's Medical Center
Bridgeport, CT

Strivers Gardens*
New York, NY

The Ohio State University Medical Center*
Columbus, OH

Walter Reed National Military Medical Center*
Bethesda, MD

Westchester Medical Center
Valhalla, NY

Women's College Hospital*
Toronto, Ontario

Yale New Haven Health
New Haven, CT

*work performed with other firms



Kimberly Chin

Senior Interior Design Project Manager



Interior Design

With a background in both architectural and interior design, Kimberly is able to fluidly understand and communicate project requirements within the BAM team and with a variety of consultants. Her experience with a wealth of different clients allows her to plan and design interior environments tailored to their needs. Kimberly helps the design come to life through the selection of finishes, furniture, fixtures and equipment, achieving the design vision on time and within budget.

Experience

Total of 13 years' experience

BAM Creative

2019-present

Jack L Gordon Architects

Senior Design Director
2012-2019

Corgan Associates

Contract Designer
2011-2012

Gilmore Group

Associate Architectural
Designer
2010-2011

Charles Schwartzapfel RA

Architectural Drafter
2009-2010

Pei Cobb Freed and Partners Architects LLP

Architectural Designer
2007-2009

Education

Pratt Institute

B. Arch., Dean's List

Selected Projects

Coney Island Brewery*

Brooklyn, NY

"Dermologica" School*

New York, NY

EmblemHealth

Multiple Locations

Fordham University*

New York, NY

Goldman Sachs*

New York, NY

JFK Airport, Delta Terminal*

Queens, NY

LaGuardia Airport, US Airways and Delta Terminals*

Queens, NY

Montefiore Medical Center

New York, NY

NASCAR Hall of Fame*

Charlotte, NC

NYU Langone Medical Center*

New York, NY

Poly Prep Institute*

Brooklyn, NY

Princeton University*

Princeton, NJ

Regeneron Pharmaceuticals

Tarrytown, NY

South Street Seaport Renovation*

New York, NY

Walgreens*

Multiple stores, clinics and
tradeshow booths throughout
the US

Weill Cornell Medicine

New York, NY

Wells Fargo*

Multiple branches throughout
US

Yale New Haven Health

New Haven, CT

* work performed with
other firms



Daniel Merkt-Blatz

RA
Architect



Daniel utilizes his experience to streamline the process of working with clients and consultants throughout a project, from bidding to final installation. He is well versed in the means and methods of construction to realize complex projects through his background in integrated design. Daniel expresses the design vision through his proficiency in many design programs including AutoCad, Revit, 3D modeling, dynamic 3D renderings, and other modeling tools.

Experience

Total of 8 years' experience

BAM Creative
2019-present

SERA Architects
2015-2019

David E. Shambach Architects
2014-2015

Seaver Franks Architects
2013-2014

Selected Projects

Brooklyn Hospital Center
Brooklyn, NY

Clay Tiffany Apartments*
Portland, OR

EmblemHealth
Flushing, NY

Northwell Health Plainview Hospital
Plainview, NY

Oregon State University Cascades Campus*
Bend, OR

Education

The University of Arizona College of Architecture
M. Arch.

Goshen College
Bachelor of Arts

Registrations + Associations

Registered Architect
New York

LEED Green Associate

NCARB

Regeneron Pharmaceuticals
Tarrytown, NY

Ronald McDonald House Charities
Queens, NY

VIACOMCBS
New York, NY

Weill Cornell Medicine
New York, NY

Yale New Haven Health
New Haven, CT

*work performed with other firms



Amanda Hoch

Associate AIA
Architectural Project Manager



Architecture

Amanda applies the best practices of her experience across sectors to benefit clients and their projects. Coupling this knowledge with her involvement in industry organizations, the result is cutting edge design that looks to the future. She is adept at coordinating client needs with consultant teams, ensuring that the design intent is carried throughout the project.

Experience

Total of 11 years' experience

BAM Creative
2019-present

TEF Design
2015-2019

Heery | CBRE
2014-2015

SHW Group | Stantec
2012-2014

Geier Brown Renfrow
2010-2012

URS Corporation
2010

Education

Louisiana State University
Bachelor of Architecture,
Construction Management
Minor

Virginia Tech
Washington Alexandria
Architecture Consortium

Professional Registrations +Associations

AIA, Associate Member
AIA NoVa Women in
Architecture, Former Member
Architectural Foundation of
San Francisco, Board Member
SCUP, Society of College and
University Planning
Washington Architectural
Foundation
Architecture in the Schools,
Former Member

Selected Projects

Bay Area Housing Authority*
San Francisco, CA

**Bishop O'Connell High School
Science Department Renovation***
Arlington, VA

**California College of the Arts
Campus Unification***
San Francisco, CA

**Cherry Street Child Development
Center***
City of Falls Church, VA

College Futures Foundation*
San Francisco, CA

**Dignity Health St. Francis
Hospital***

Multiple Projects including Family
Suites
San Francisco, CA

**Doylestown Hospital Cardiac Care
Center***
Doylestown, PA

High Point High Feasibility Study*
Beltsville, MD

Inglis Neighborhoods House*
Philadelphia, PA

Kaiser Permanente*
Oakland, CA

Mission Armory*
San Francisco, CA

Paris Junior College*
Paris, TX

PG&E Hunters Point Substation*
San Francisco, CA

Regeneron Pharmaceuticals
Tarrytown, NY

St. Mary's Health*
Longhorne, PA

**Silverman & Light Office
Renovation***
Emeryville, CA

Stanford Health Care*
Multiple Locations

The Lab School of Washington*
Washington, DC

**Thomas Jefferson Elementary
School***
City of Falls Church, VA

Weill Cornell Medicine
New York, NY

Yale New Haven Health
New Haven, CT

**Zuckerberg San Francisco General
Hospital***
San Francisco, CA

*work performed with other firms



Tara Gangwar

Interior Designer



Interior Design

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

Experience

Total of 6 years' experience

BAM Creative

2019-present

Paterson Design

2015-2019

Education

Drexel University

B.S., Interior Design

Minor, Sustainability in the Built Environment

Selected Projects

**The Brooklyn
Hospital Center**
Brooklyn, NY

EmblemHealth
Flushing, NY

**Regeneron
Pharmaceuticals**
Tarrytown, NY

SCOR
New York, NY

VIACOMCBS
New York, NY

**Weill Cornell
Medicine**
New York, NY



Stephen Cannarelli

Branding + Digital Director



Branding+Digital

Steve is a creative director, visual designer, and maker of things. His experience encompasses work in all of these areas: design leadership, digital strategy, social media, branding, strategic communication, typography, mobile, responsive web design, HTML, CSS, UX/UI, environmental design, motion graphics, photography and video production/editing.

Experience

BAM Creative

2019-Present

Lead BAM Creative design team on all agency branding initiatives including brand redesigns, website UX/UI design, visual design, motion graphics, social media, environmental design, and printed marketing.

Freelance Creative Director

2018-2019

Consulted with top-tier advertising and digital agencies on branding, digital, and environmental design initiatives.

MDC Partners

Creative Director

2014-2018

Spearheaded design, branding, and visual communication initiatives for MDC Partners across all platforms. Projects included web design and development, digital marketing campaigns, identity development, event branding and marketing, and building scale environmental installations.

Cardiovascular Research Foundation

Senior Art Director

2008-2014

Lead the Creative Services Department in the development of all digital and print design materials produced for Cardiovascular Research Foundation events. Conceptualize and produce user interface designs for all CRF web sites and web based-applications.

Education

Pratt Institute

M.S. Communication Design

University of Dayton

B.A in American Studies

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	
Lighting Design (for specialty lighting)	WSP		
Acoustics	Cerami		
AV Design	Option 1:	Cerami	
	Option 2:	PTS Consulting	

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.

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[Work Plan]

Project Schedule

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

Phase I	Duration	
Approval to Proceed (anticipated)	---	July 2021
Site Verification	1 week	July 2021
Programming (in parallel to Site Verification)	2 weeks	July – August 2021 2021
Schematic Design	3 weeks	August 2021
Design Development / Permit Coordination*	4 weeks	August 2021 – September 2021
Construction Documents	4 weeks	September – October 2021
Bid Coordination	3 weeks	October 2021
Construction Administration (estimated)	20 weeks **	October 2021 – March 2022 **

* 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.

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[Fee Structure]

Hourly Rates

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

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

Compensation

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

Fees 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 – Medical Consulting Space (3,500 SF)

Architecture Design Services	
Project Initiation + Administration	\$ 0
Site Verification	\$ 1,250
Programming	\$ 4,500
Schematic Design	\$ 10,000
Design Development & Construction Documents	\$ 15,000
Architecture Design Services Subtotal	\$ 30,750
Bid /Permit Coordination	\$ 2,000
Construction Administration	\$ 11,000
Architecture Construction Services Subtotal	\$ 13,000
Total Basic Services	\$ 43,750
(Forty-Three Thousand, Seven Hundred Fifty Dollars)	
Estimated Reimbursable Expenses	\$ 4,250

Architecture & Consultants – Flexible Event Space (2,000 SF) :

Option 1 – Minimal Immersive Experience

Architecture	
Project Initiation + Administration	\$ 0
Site Verification & Programming	\$ 7,000
Schematic Design	\$ 12,000
Design Development & Construction Documents	\$ 18,000
Bid/Permit Coordination	\$ 2,000
Construction Administration	\$ 15,000
Architecture Subtotal	\$ 54,000
Lighting Design – WSP	
Lighting Design Subtotal	\$ 11,800
A/V – Cerami	
Analysis, Programming, Budgeting	\$ 6,000
Design and Construction Administration Fees	\$ 24,000
A/V Subtotal	\$ 30,000
Acoustics – Cerami	
Programming	\$ 3,500
Architectural Acoustical Services	\$ 8,500
Mechanical Acoustical Services	\$ 8,000
Acoustics Subtotal	\$ 20,000
Subtotal – Architecture	\$ 54,000
Subtotal – Lighting Design	\$ 11,800
Subtotal – A/V	\$ 30,000
Coordination of A/V	\$ 3,000
Subtotal – Acoustics	\$ 20,000
Total Basic Services	\$ 118,800
Estimated Reimbursable Expenses	\$12,000

Architecture & Consultants – Flexible Event Space (2,000 SF) :

Option 2 – Fully Immersive Experience

Architecture		
Project Initiation + Administration	\$	0
Site Verification & Programming	\$	9,000
Schematic Design	\$	16,000
Design Dev. & Construction Docs	\$	23,000
Bid/Permit Coordination	\$	2,000
Construction Administration	\$	20,000
Architecture Subtotal	\$	70,000
Lighting Design – WSP		
Lighting Design Subtotal	\$	11,800
A/V		
A/V Subtotal	\$	65,000
Acoustics – Cerami		
Programming	\$	3,500
Architectural Acoustical Services	\$	16,000
Mechanical Acoustical Services	\$	16,000
Acoustics Subtotal	\$	35,500
Subtotal – Architecture	\$	70,000
Subtotal – Lighting Design	\$	11,800
Subtotal – A/V	\$	65,000
Coordination of A/V	\$	6,000
Subtotal – Acoustics	\$	35,500
	\$	
Total Basic Services	\$	188,300
Estimated Reimbursable Expenses		\$18,000

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.

Breakdown of Fee for Phases:

Fountain Life Architectural Fees Breakdown										
Architectural Fee Medical Consulting Space										
Key Personnel		Manpower Allocation (# of hours)								
Title	Rate	Feas. Hrs	Feas. Fee	SV/Program.	SD	CD	Bidding	Design Fee	Constr. Admin	CA Fee
Principal	\$ 355		\$ -	2	2	4	1	\$ 3,195	2	\$ 710
Project Drctr	\$ 315		\$ -	2	2	5	1	\$ 3,150	6	\$ 1,890
Project Mngr	\$ 235		\$ -	6	6	20	2	\$ 7,990	8	\$ 1,880
Job Captain	\$ 185		\$ -	12	12	22	2	\$ 8,880	22	\$ 4,070
Designer	\$ 125		\$ -	16	18	31	3	\$ 8,500	15	\$ 1,875
Project Admin	\$ 115		\$ -	3	2	3	1	\$ 1,035	5	\$ 575
Total Feasibility Fee:			\$ -					Total Design Fee: \$ 32,750	Total CA Fee:	\$ 11,000
Scheduled weeks	36			2	3	8	3		20	
									Total feasibility Fee:	\$ -
									Total Design Fee:	\$ 32,750
									Total CA Fee:	\$ 11,000
									All Consultant Reimbursables NTE:	\$ 4,250
									Total fee	\$ 48,000
Architectural Fee Option 1: Minimal Immersive Space										
Key Personnel		Manpower Allocation (# of hours)								
Title	Rate	Feas. Hrs	Feas. Fee	SV/Program.	SD	CD	Bidding	Design Fee	Constr. Admin	CA Fee
Principal	\$ 355		\$ -	3	2	4	1	\$ 3,550	2	\$ 710
Project Drctr	\$ 315		\$ -	4	3	6	1	\$ 4,410	8	\$ 2,520
Project Mngr	\$ 235		\$ -	8	8	22	2	\$ 9,400	12	\$ 2,820
Job Captain	\$ 185		\$ -	16	16	24	2	\$ 10,730	30	\$ 5,550
Designer	\$ 125		\$ -	20	20	36	3	\$ 9,875	18	\$ 2,250
Project Admin	\$ 115		\$ -	3	2	3	1	\$ 1,035	10	\$ 1,150
Total Feasibility Fee:			\$ -					Total Design Fee: \$ 39,000	Total CA Fee:	\$ 15,000
Scheduled weeks	36			2	3	8	3		20	
									Total feasibility Fee:	\$ -
									Total Design Fee:	\$ 39,000
									Total CA Fee:	\$ 15,000
									All Consultant Reimbursables NTE:	\$ 12,000
									Total fee	\$ 66,000
Architectural Fee Option 2: Fully Immersive Space										
Key Personnel		Manpower Allocation (# of hours)								
Title	Rate	Feas. Hrs	Feas. Fee	SV/Program.	SD	CD	Bidding	Design Fee	Constr. Admin	CA Fee
Principal	\$ 355		\$ -	4	3	4	1	\$ 4,260	4	\$ 1,420
Project Drctr	\$ 315		\$ -	6	4	8	1	\$ 5,985	10	\$ 3,150
Project Mngr	\$ 235		\$ -	12	12	27	2	\$ 12,455	18	\$ 4,230
Job Captain	\$ 185		\$ -	20	20	27	3	\$ 12,950	35	\$ 6,475
Designer	\$ 125		\$ -	30	26	41	4	\$ 12,625	24	\$ 3,000
Project Admin	\$ 115		\$ -	4	4	5	2	\$ 1,725	15	\$ 1,725
Total Feasibility Fee:			\$ -					Total Design Fee: \$ 50,000	Total CA Fee:	\$ 20,000
Scheduled weeks	36			2	3	8	3		20	
									Total feasibility Fee:	\$ -
									Total Design Fee:	\$ 50,000
									Total CA Fee:	\$ 20,000
									All Consultant Reimbursables NTE:	\$ 18,000
									Total fee	\$ 88,000

Terms and Conditions

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

1. BAM’s Responsibilities.

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

2. Client’s Responsibilities.

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

respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a Project benchmark.

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

- 2.14 Within 15 days after receipt of a written request from BAM, the Client will furnish the requested information as necessary and relevant for BAM to evaluate, give notice of, or enforce lien rights.

3. Additional Services.

3.1 BAM may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required solely due to the fault of BAM, any Additional Services provided in accordance with this Section 3 will entitle BAM to compensation pursuant to Section 4 and an appropriate adjustment in BAM's schedule.

3.2 Upon recognizing the need to perform the following Additional Services, BAM will notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. BAM will not proceed to provide the following Additional Services until BAM receives the Client's written authorization:

- (a) Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Client, or a material change in the Project including size, quality, complexity, the Client's schedule or budget for cost of the work, or procurement or delivery method;
- (b) Services necessitated by the enactment, revision, or interpretation of codes, laws, or regulations;
- (c) Services necessitated by decisions of the Client not rendered in a timely manner or any other failure of performance on the part of the Client or the Client's consultants or contractors;
- (d) Preparing digital models or other design documentation for transmission to the Client's consultants and contractors, or to other Client-authorized recipients;
- (e) Preparation of design and documentation for alternate bid or proposal requests proposed by the Client;
- (f) Preparation for, and attendance at, a public presentation, meeting or hearing;
- (g) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where BAM is party thereto;
- (h) Evaluation of the qualifications of entities providing bids or proposals; or
- (i) Consultation concerning replacement of work resulting from fire or other cause during construction.

3.3 To avoid delay in the schedule for the Project, BAM will provide the following Additional Services, notify the Client with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of BAM's notice, the Client determines that all or part of the Additional Services are not required, the Client will give prompt written notice to BAM of the Client's determination. The Client will compensate BAM for the services provided prior to BAM's receipt of the Client's notice.

- (a) Reviewing a contractor's submittal out of sequence from the submittal schedule approved by BAM;

- (b) Responding to a contractor's requests for information that are not prepared in accordance with the contract documents or where such information is available to the contractor from a careful study and comparison of the contract documents, field conditions, other Client-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - (c) Preparing change orders and construction change directives that require evaluation of the contractor's proposals and supporting data, or the preparation or revisions of Project correspondence or documentation; or
 - (d) Evaluating substitutions proposed by the Client or the contractor and making subsequent revisions to Contract correspondence or documentation resulting therefrom.
- 3.4 Services provided more than 60 days after (a) the date for substantial completion of the services as set forth in this Agreement or (b) the actual date of substantial completion of such services, whichever is earlier, will be compensated as Additional Services to the extent BAM incurs additional cost in providing those services.
- 3.5 If the services covered by this Agreement have not been completed within three months of the date of substantial completion noted within this Agreement, except to the extent due to BAM's fault, extension of BAM's services beyond that time will be compensated as Additional Services.

4. Invoicing and Payment; Cost of the Work.

- 4.1 For purposes of this Agreement, the "Cost of the Work" will be the total cost to the Client to construct all elements of the Project designed or specified by BAM and will include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Client. The Cost of the Work does not include the compensation of BAM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Client.
- 4.2 The Client's budget for the Cost of the Work is provided in Initial Information, and will be adjusted throughout the Project as required under this Agreement. BAM may from time to time, but is not required to, provide evaluations of the Client's budget for the Cost of the Work, preliminary estimates of the Cost of the Work, or updated estimates of the Cost of the Work; any such evaluations or estimates represent BAM's judgment as a design professional. It is recognized, however, that neither BAM nor the Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, BAM cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by BAM.
- 4.3 In preparing estimates of the Cost of Work, BAM will be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment,

component systems, and types of construction are to be included in the contract documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Client's budget. BAM's estimate of the Cost of the Work will be based on current area, volume or similar conceptual estimating techniques. If the Client requires a detailed estimate of the Cost of the Work, BAM will provide such an estimate, if identified as BAM's responsibility in Scope of Work – Additional Services.

- 4.4 If, through no fault of BAM, the procurement phase has not commenced within 90 days after BAM submits construction documents to the Client, the Client's budget for the Cost of the Work will be adjusted to reflect changes in the general level of prices in the applicable construction market.
- 4.5 If at any time BAM's estimate of the Cost of the Work exceeds the Client's budget for the Cost of the Work, BAM will make appropriate recommendations to the Client to adjust the Project's size, quality, or budget for the Cost of the Work, and the Client will cooperate with BAM in making such adjustments.
- 4.6 If the Client's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Client will: (i) give written approval of an increase in the budget for the Cost of the Work; (ii) authorize rebidding or renegotiating of the Project within a reasonable time; (iii) terminate in accordance with the "Termination or Suspension" section below; (iv) in consultation with BAM, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or, (v) implement any other mutually acceptable alternative.
- 4.7 If the Client chooses to proceed under Section 4.6(iv), BAM will, at Client's cost and expense, modify the construction documents as necessary to comply with the Client's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 4.6(i). BAM's modification of the construction documents will be the limit of BAM's responsibility under this Section 4.

5. Copyrights and Licenses.

- 5.1 BAM and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 5.2 BAM and BAM's consultants will be deemed the authors and owners of their respective Instruments of Service, including all drawings and specifications, and will retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of BAM and BAM's consultants.
- 5.3 BAM grants to the Client a nonexclusive license to use BAM's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this Agreement,

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

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

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

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

6. Claims and Disputes.

6.1 General

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

6.1.2 To the extent damages are covered by property insurance, the Client and BAM waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages. The Client or BAM, as appropriate, will require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

6.2 Mediation

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

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

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

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

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

7. Termination or Suspension

7.1 If the Client fails to make payments to BAM in accordance with this Agreement, such failure will be considered substantial nonperformance and cause for termination or, at BAM's option, cause for suspension of performance of services under this Agreement. If BAM elects to suspend services, BAM will give seven days' written notice to the Client before suspending services. In the event of a suspension of services, BAM will have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Client will pay BAM all sums due prior to suspension and any expenses incurred in the interruption and resumption of BAM's services. BAM's fees for the remaining services and the time schedules will be equitably adjusted.

- 7.2 If the Client suspends the Project, BAM will be compensated for services performed prior to notice of such suspension. When the Project is resumed, BAM will be compensated for expenses incurred in the interruption and resumption of BAM's services. BAM's fees for the remaining services and the time schedules will be equitably adjusted.
- 7.3 If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of BAM, BAM may terminate this Agreement by giving not less than seven days' written notice.
- 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.5 The Client may terminate this Agreement upon not less than seven days' written notice to BAM for the Client's convenience and without cause.
- 7.6 If the Client terminates this Agreement for its convenience pursuant to Section 7.5, or BAM terminates this Agreement pursuant to Section 7.3, the Client will compensate BAM for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to BAM's termination of consultant agreements.
- 7.7 Except as otherwise expressly provided herein, this Agreement will terminate one year from the date of substantial completion of the services.
- 7.8 The Client's rights to use BAM's Instruments of Service in the event of a termination of this Agreement are set forth in Section 5.

8 Miscellaneous.

- 8.1 This Agreement will be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
- 8.2 Unless otherwise specified herein, terms in this Agreement will have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.
- 8.3 The Client and BAM, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Client nor BAM will assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Client's rights and obligations under this Agreement, including any payments due to BAM by the Client prior to the assignment.
- 8.4 If the Client requests BAM to execute certificates, the proposed language of such certificates will be submitted to BAM for review at least 14 days prior to the requested dates of execution. If the Client requests BAM to execute consents reasonably required to facilitate assignment to a lender, BAM will execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to BAM for review at least 14 days prior to execution. BAM will not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

Insurance

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

General Liability

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

Professional Liability

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

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



Dan Castner, AIA, LEED AP
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BAM

Creative

Thank you!