

AGREEMENT FOR ADDITIONAL DESIGN SERVICES

Specialized INTERIOR DESIGN SERVICES required for in the connection with the selection of FIXTURES, FURNISHINGS AND EQUIPMENT (FF&E).

This Agreement for Additional Services for Specialized Interior Design (this "Amendment"), by and between The Ohio State University (the "Owner") and [redacted] (the "Associate") are as set forth below.

WHEREAS, The Ohio State University is operating under Chapters 123 and 153 of the Ohio Revised Code and it is the intention of the Ohio State University, in the exercise of its powers as set forth in Sections 153.65 through 153.71, both inclusive, of the Ohio Revised Code to obtain these services for the following project (the "Project"):

Project Name: [redacted]
Project Number: [redacted]
("Owner")
Agency or Instrumentality The Ohio State University
Facilities Operations and Development
Design and Construction
400 Central Classroom Building
2009 Millikin Road
Columbus, OH 43210-1269

Associate: [redacted]
Contact Person: [redacted]
Address: [redacted]

WHEREAS, the Owner desires to engage Additional Services of the Associate to provide specialized Interior Design Services for the planning, procurement and installation of Fixtures, Furnishings and Equipment (FF&E) within the FF&E budget established at <\$ [redacted] > for a maximum fee of <\$ [redacted] > and as described in Article 3 of the Agreement for Professional Design Services; and

NOW THEREFORE, in consideration of the terms and conditions set forth below, the Owner and the Associate agree to the following:

ARTICLE 1. RESPONSIBILITIES OF THE ASSOCIATE

1.1 Associate's Services for FF&E

1.1.1 Scope of Services; Applicable Law. The Associate shall provide professional Interior Design Services for the Project in accordance with the terms of this Amendment for Additional Services. The Associate shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and

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- regulations, the Associate's Technical Proposal for the Project and the Owner's Standards of Design.
- 1.1.2 Coordination of Work. The Associate agrees that it will thoroughly coordinate all aspects of their work with all Design, Construction and purchasing processes for this project. The Associate agrees that it will coordinate FF&E power and data requirements with Owner specialists and established service types and locations for the Project.
 - 1.1.3 Timeliness; Standard of Care. The Associate shall perform the services in accordance with professional standards of skill, care and diligence in a timely manner in accordance with the Project Schedule. The Associate shall initiate these services on or during Design Development and prior to Construction Documentation in order to properly integrate and coordinate these services with Construction and occupation of the completed building areas.
 - 1.1.4 Meetings. The Associate shall schedule, conduct and participate in all meetings with the Owner's team (Project Representative, Using Agency Representatives, Data and Communication Specialists and/or other University members as directed by the Project Representative), Consultants, Architects, Engineers, Contractors, Vendors and other parties involved in the Project. The Associate shall schedule appropriate meeting dates in accordance with the established Project time line and shall prepare and distribute meeting agenda and shall record and distribute meeting minutes of all such meetings to the Owner and all other participants involved.
 - 1.1.5 Personnel. The identities of the principal persons, consultants or sub-consultants to the Associate and their extent of their participation in, performing the Associates services set forth as proposed shall not be altered without written consent of the Owner.
 - 1.1.6 Non-Discrimination. The Associate represents that the Associate is in compliance with all applicable equal opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
 - 1.1.7 Ethics. The Associate represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
 - 1.1.8 Limitation of Authority. The Associate shall not have any authority to bind the Owner for the payment of any costs or expenses without the express written approval of the Owner, as applicable. The Associate shall have the authority to act on behalf of the Owner only to the extent provided herein. The Associate's authority to act on behalf of the Owner shall be modified only by amendment in accordance with Subparagraph 9.5.2 of the Agreement for Professional Design Services.
 - 1.1.9 Approval or Disapproval of Associate's Additional Services. The Owner shall have the right to reasonable disapprove, by written notice, any portion of the Associate's work on the Project, including, with out limitation, any design work or documents or Drawings prepared by the Associate. In the event that any Phase of the Associate's work is disapproved by the Owner, the Associate shall proceed, when requested by the Owner, with revisions to the work, documents or Drawings prepared or performed for that Phase to attempt to satisfy the objections. The Associate acknowledges that any review or approval by the Owner of any work, documents or Drawings prepared or performed by the Associate pursuant to this Amendment shall not relieve the Associate

of the Associate's responsibility to properly and timely perform such work and prepare such documents and Drawings.

ARTICLE II. SCOPE OF ASSOCIATE'S SERVICES FOR FF&E

2.1 General

2.1.1 Scope. The Associate's Additional Services shall consist of five (5) phases set forth in Paragraphs 2.2 through 2.6, and shall include any consultants which are part of the services for FF&E.

2.2 Program Validation and Schematic FF&E Planning Phase

2.2.1 Program of Requirements. The Associate shall review the Program of Requirements (POR), architectural plans, Project schedule and FF&E budget proposed for the Project.

2.2.2 FF&E Review. The Associate shall review, in depth, the information indicated in item 2.3.1 with each Using Agency representative to ascertain program revisions, functions, adjacencies, anticipated growth, aesthetic needs or desires and shall verify the completeness of the FF&E requirements. This review includes surveying existing spaces and work methods, documenting file and storage requirements, and verifying all electrical, communication and HVAC requirements for the FF&E.

2.2.3 FF&E Statement of Probable Cost. The Associate shall develop a Statement of Probable Cost for all FF&E from the information gathered in items 2.2.1 and 2.2.2. The Statement of Probable Cost shall be submitted to the Owner (Project Representative and Using Agency) for review and further direction.

2.2.4 FF&E Milestone coordination. The Associate shall develop a time line of the FF&E process coordinated with the Project schedule and projected Construction completion dates. This information shall be submitted to the Owner (Project Representative and Using Agency) for review and further direction.

2.2.5 Schematic Design Documents. Based on the approved FF&E Program of Requirements, schedule and budget requirements, the Associate shall initiate the development of separate Documents for FF&E planning, coordination and procurement. These documents shall consist of 1/4" scale floor plans reflecting all FF&E requirements and Owner functions and FF&E specifications for procurement. The Associate shall maintain the coordination of these documents with other Design/Construction Drawings and any revisions to other Design/Construction Drawings and Documents. The Associate shall conduct working sessions with the Owner (Project Representative and Using Agency) to verify accuracy of information.

2.2.6 Preliminary FF&E recommendations. The Associate shall prepare and present to the Owner, preliminary selections of FF&E and associated materials for review and approval. The Associate shall recommend FF&E items following Owner standards of quality and with service requirements that match and coordinate with power and communication established for the Project.

2.2.7 Working Sessions. Services for this phase shall include up to eight (8) group working sessions to meet Project Representative and Using Agency approval. The Associate

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shall obtain signature approval on the final working session documents prior to proceeding to the next phase.

2.3 Design Development Phase

- 2.3.1 Design Development Documents. The Associate shall further develop the FF&E plans; drawings and recommendations for the Project based on the information gathered in Section 2.2. The Associate shall also further refine finish material and color selections that blend with the character and functions of the Project. The Associate shall revise the plans and drawings as required to obtain Project Representative and Using Agency approval.
- 2.3.2 Presentations, mock-ups, site tours. The Associate shall coordinate and organize FF&E presentations, mock ups, site tours or combinations of the above or whichever may be necessary for Project Representative and Using Agency analysis to make final decisions for FF&E selections.
- 2.3.3 Outline Specifications. The Associate shall develop outline specifications of all new items considered for the Project based on decisions made in items 2.3.1 and 2.3.2. The specifications shall follow Owner standard purchasing format and indicate quantities, room assignments, sizes, options, finish selections and other information necessary for review and final approval by the Project Representative and Using Agency.
- 2.3.4 Budget review and Statement of Probable Costs. The Associate shall provide a comparison of the available budget with any refinements to the planning and selections for the Project thus far. This Statement of Probable Costs shall include other applicable costs such as refinishing or refurbishing existing FF&E planned to be reused or required to be reused to meet budget. This document shall be submitted to the Project Representative and Using Agency for review and further direction.
- 2.3.5 Revisions to FF&E Budget and Project Schedule. Prior to proceeding to the next phase, the Associate shall review final Construction Bids and Awarded Construction Contracts. If Construction Bids and Project Schedule adversely affect the FF&E budget and potential orders, the Associate will schedule a working session with the Project Representative and Using Agency to decide adjustments required and further directions for the FF&E.
- 2.3.6 Working Sessions. Services for this phase shall include up to ten (10) group working sessions to meet Project Representative and Using Agency approval. One working session shall be a planning/review meeting with UNITS and others (for the coordination of data and communication of Owner standards with FF&E). The Associate shall obtain signature approval on the final working session documents prior to proceeding to the next phase.

2.4 Contract Documents Phase

- 2.4.1 Contract Documents. Based on the approved budget and plans established in Section 2.3 and any other adjustments in the program or available funding, the Associate shall develop and submit final FF&E Contract Documents for review and approval by the Project Representative and Using Agency. The documents shall consist of final FF&E drawings (floor plans and other detailed drawings) for the location of new FF&E to be

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purchased. The final drawings shall also note existing/re-used FF&E that will be relocated by the Owner in a manner that distinguishes these items differently from the purchased (new) items. Final FF&E Specifications shall also be part of the Contract Documents. The specification (booklet) shall include all information regarding complete product numbers, options, finishes and materials. The specifications shall follow the standard purchasing format as used by the Owner. The Associate shall revise the plans and drawings as required to obtain Project Representative and Using Agency approval.

- 2.4.2 Final Budget review of Probable Costs. The Associate shall provide an updated comparison of the available budget with any refinements to the planning and selections for the Project thus far. This Statement of Probable Cost shall include final costs such as refinishing or refurbishing existing FF&E planned to be reused or required to be reused to meet budget. This document shall be submitted to the Project Representative and Using Agency for review and further direction.
- 2.4.3 Drawings and Specifications. The Associate shall issue one final set (Drawings and Specifications) to each Using Agency and two sets to the Project Representative.
- 2.4.4 Working Sessions. Services for this phase shall include up to eight (8) group working sessions to meet Project Representative, Using Agency approval and is within the established FF&E budget. One working session shall be to coordinate final data and communication locations with UNITS and others. The Associate shall obtain signature approval on the final working session documents prior to proceeding to the next phase.

2.5 Bidding or Negotiation Phase (Obtaining estimates)

- 2.5.1 Obtaining estimates from Contracts. The Associate shall be responsible for obtaining itemized FF&E estimates from Vendors utilizing current Owner procurement Contracts for FF&E. The Owner (Project Representative) shall provide this information to the Associate for reference and use. The Associate shall verify that all estimates obtained agree with the Specifications and Drawings developed by the Associate and agree with the available budget for FF&E.
- 2.5.2 Bid Documents. The Associate shall be responsible for the preparation of any bid documents, issuance of addenda, and assist the Owner in the review of bids for award in the event that the selected FF&E items are not available on Contract. The Owner shall issue bid inquiries to Vendors and receive all Bids for tabulation and review.
- 2.5.3 Document responsibility. The Associate shall be responsible for checking all Vendor quotes and Bid submittals for accuracy and completeness and to assure conformity with the drawings and specifications. In addition, the Associate shall be responsible for the completeness and accuracy of the drawings and specifications issued to the Vendor for pricing.
- 2.5.4 Drawings and Specifications. The Associate shall be responsible for the distribution of Drawings and specifications to Vendors and the Owner for record document.
- 2.5.5 Final Budget review for Purchase Orders. The Associate shall meet with the Owner to review the available budget with submitted Vendor pricing and to obtain final approvals. The Associate shall make revisions necessary to meet the available budget if it is exceeded as directed by the Owner (Project Representative).

2.5.6 FF&E Procurement. The Owner (Project Representative) shall issue all requisitions for purchase and Purchase Orders to Vendors using the final estimates obtained by the Associate.

2.6 Contract Administration and Installation Phase

2.6.1 Duration and Extent. The Contract Administration Phase will commence with the Award of FF&E Purchase Orders and will terminate when the Vendor has completed final FF&E punch list items for the Project.

2.6.2 Order tracking and Scheduling. The Associate shall monitor the status of all FF&E orders with each Vendor and shall schedule delivery and installation in accordance with completion of Construction and approved occupancy of the finished areas. The Associate shall meet with Construction site representatives and Owner (Project Representative) to coordinate construction completion dates and FF&E delivery and installation dates.

2.6.3 Shop Drawings and Submittals. The Associate shall review and approve all shop drawings, sample submittals and other submissions of the Vendor and take appropriate action regarding the shop drawings and submittals promptly to avoid unreasonable delay for orders. One copy of the approved shop drawings shall be given to the Owner (Project Representative) for record.

2.6.4 Change Orders. The Associate shall advise and consult with the Owner (Project Representative) for approval of all items affecting project cost. All Change Orders shall be prepared by the Associate for administration by the Owner (Project Representative).

2.6.5 FF&E Accounting. The Associate shall maintain cost records for all FF&E specified and ordered for the Project. The Owner shall have access to these records at all times. In addition, the Owner shall maintain cost accounting records for the project Purchase Orders that have been placed. The Associate shall have access to these records at all times to review accuracy of Orders, Change Orders and progress checks.

2.6.6 Site Visits and investigation of conditions. The Associate shall visit the site of the Project at appropriate intervals, or at such intervals as the Associate and the Owner agree, to observe details affecting the later installation of FF&E and become familiar with the progress and quality of the work on the Project. The Associate shall communicate and coordinate any conditions and concerns affecting the work of the Associate with the Owner.

2.6.7 Pre-installation coordination. The Associate and Owner shall conduct a pre-installation meeting with Vendors, Construction Manager, Using Agency and other University personnel several weeks prior to FF&E installation to review schedules, installation procedures, site access and conditions, security and Owner coordination issues.

2.6.8 Installation. The Associate shall oversee the FF&E installation process and check for conformance with the Contract Documents. The Associate shall prepare written punch lists showing items that require correction or completion by each Vendor. The Associate shall submit punch lists to the Owner at appropriate intervals during the installation and a final punch list at the completion of installation.

2.6.9 Final Installation inspection. The Associate shall conduct a final close out inspection with the Owner at final installation and prior to User move-in to review punch list completion items or other issues of concern.

2.6.10 Vendor Payments. The Owner (Project Representative) shall approve all Vendor payments and consult with the Associate as to final completion of orders.

ARTICLE III ADDITIONAL SERVICES

3.1 General

- 3.1.1 Services. The following services are not included in the services noted in this Amendment and will be provided only if identified and approved by the Owner or otherwise authorized in writing by the Owner (Project Representative). The following services shall be paid for as provided in this Amendment in addition to the compensation for Additional Services; provided, however, the Associate shall not be compensated for any of the following services made necessary by the act of omission of the Associate or any Consultant. Unless waived by the Owner (Project Representative) in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.
- 3.1.2 Change Orders. Preparing drawings, specifications and other supporting data in connection with the preparation of Change Orders that have been approved by the Owner provided such Change Orders are required by causes not within the control of the Associate.
- 3.1.3 Extensive revisions to documents. Preparing extensive FF&E design and document revisions after final Owner approvals. This shall be defined as total re-design, re-planning or re-specifying of FF&E as a result of program revisions or after final approval by the Owner and not by causes within the control of the Associate and as agreed to as such by the Project Representative.
- 3.1.4 Inventory. Preparing existing FF&E inventory documents and photographs on behalf of the Owner for record.
- 3.1.5 Post occupancy evaluations. Providing special product use analysis or post occupancy evaluations for the Owner.
- 3.1.6 Special Services. Providing professional services requested by the Owner and made necessary by the default of the Contractor/Vendor in the performance of the work or by major defects or deficiencies in the work of the Contractor/Vendor.
- 3.1.7 Post installation services. Providing professional services to the Project after final payment to the Contractor/Vendor.

ARTICLE IV. RESPONSIBILITIES OF THE OWNER

- 4.1 Owner's Representative. The Owner shall designate a Project Representative, from the University Architect's Office who is trained and knowledgeable in the professional practice of Interior Design and authorized to act on the Owner's behalf with respect to the Project to the extent provided in this scope of Additional Services and as designated in the Contract Documents. The Project Representative shall examine all documents as prepared by the Associate, review and direct the work of the Associate and shall render decisions pertaining to their work. The Project Representative shall be the primary contact for the Owner. All information of the Using Agency(s) and other members of the Owner's team to the Associate shall be through or in consultation with the Project Representative.

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- 4.2 Using Agency Representative(s). The Owner shall designate Using Agency Representative(s), from the Departments who will occupy the Project and are knowledgeable in specific User practices, work methods and are authorized to act on behalf of the Department.
- 4.3 FF&E Budget. The Owner (Project Representative) shall establish the maximum limit of available funds for FF&E for the Project. The maximum limit of available funds for FF&E and related work for the Project shall include the fees of the Associate, Consultants and any work associated with the coordination of FF&E to the Project.
- 4.4 FF&E Requirements. The Owner shall provide full information regarding its requirements for the Project including without limitation the Program of Requirements, design and construction standards and work rules which shall set forth the Owner's use, design time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment and systems and site requirements.
- 4.5 Required Actions. The Owner shall review, approve or take such actions as are required of them by this Amendment, the Contract Documents and applicable law in a reasonable and timely manner.
- 4.6 Instructions to Vendors. All instructions of the Owner to Vendors shall be through, or in consultation with the Associate.
- 4.7 Purchase Orders, Change Orders, Pay requests. The Owner (Project Representative) shall be responsible for the issuance of Purchase Orders, Change Orders, and the approval of all pay requests. The Owner shall furnish all applicable PO information to the Associate including copies of Purchase orders to the Associate upon request.

ARTICLE V. COMPENSATION

- 5.1 Payments. The Owner agrees to pay the Associate full compensation for Services as outlined in this Amendment and as performed as outlined in Subparagraph 5.4 and per the Basis of Compensation of the Basic Services Agreement for Professional Design Services.
- 5.2 Deductions. No deductions shall be made from the Associates compensation on account of penalty, liquidated damages, or other sums withheld from payments to Vendors or Contractors.
- 5.3 Delays of Project. If the Project is suspended for more than ninety consecutive days or abandoned in whole or part, which is not the fault of the Associate, the Associate shall be paid its fees for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses due to date and all reasonable termination expenses resulting from such suspension or abandonment. Should the Project be reactivated, the balance of the Associates fee may be renegotiated.
- 5.4 Additional Services Fee. Payment for Additional Services as outlined in this Amendment shall be made monthly in proportion to services performed in each Phase and shall not exceed the following percentages:

Program Validation and Schematic FF&E	<\$ _____ >	20%
Design Development	<\$ _____ >	30%

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Contract Documents	^\$ >	20%
Bidding or Negotiation	^\$ >	5%
Contract Administration	^\$ >	25%

5.5 Additions to Scope of Work. If the scope of the Project or Associate’s Services is changed materially, the amount of compensation shall be adjusted by mutual agreement between the Associate and Owner. This adjustment shall be added by Change Order.

ARTICLE VI TERMINATION OF AMENDMENT FOR ADDITIONAL SERVICES

6.1 Means of Termination. This Amendment may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Amendment; provided, however, the Associate shall not terminate this Amendment for non-payment if the Owner initiates the payment process by preparing, executing and submitting a voucher for all reasonably undisputed amounts due to the Associate within ten (10) days of receipt of the Associate’s written notice to terminate. This Amendment may be terminated by the Owner without cause upon fifteen- (15) days written notice to the Associate. This Amendment may be terminated at any time upon the mutual consent of the Owner and Associate.

6.2 Remedies. In the event of a termination, the Associate shall be compensated only for services performed and paid for prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4 together with Reimbursable expenses incurred prior to the termination date. In such event in an uncompleted Phase and for Additional services, the Associate shall receive compensation based on the percentages of completion of that Phase or those Additional Services as applicable and as reasonable determined by the Owner together with Reimbursable Expenses incurred prior to the termination date.

ARTICLE VII. MISCELLANEOUS PROVISIONS

7.1 Ownership of Documents. Drawings, Specifications and other documents prepared by or with the cooperation of the Associate or any Consultant pursuant to this Amendment are the property of the Owner whether or not the Project for which they are prepared is commenced or completed.

7.2 Publicity. Prior to the completion of the Project, any public relations of publicity about the Project shall be solely within the control and with the consent of the Owner.

7.3 Successors and Assigns. The Owner and Associate each binds itself, its partners, successors, assigns and legal representatives to the other party to this Amendment and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Amendment. Neither the University nor the Associate shall assign, sublet or transfer its interest in this Amendment without written consent to the other.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties hereto to be effective as of the date first appearing above.

("Associate")

By: _____

Title: _____

Date: _____

This Agreement is hereby approved on _____,

("Owner")

By: _____

Name: Jeff Kaplan _____

Title: Senior Vice President for Administration and Planning
and Special Assistant to the President

The Ohio State University

By: _____
Christopher M. Culley
Vice President & General Counsel

Date: _____

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