

**FACILITY PROGRAMMING SERVICES**  
**EXHIBIT A TO CONTINUING SERVICES AGREEMENT**

**ARTICLE 1 – SERVICE PROVIDER’S BASIC SERVICES**

1.1 GENERAL RESPONSIBILITIES. Service Provider accepts the relationship of trust and confidence established between it and Owner by this Agreement and covenants to use Service Provider’s best professional efforts, skill, judgment, and abilities in performing the Services, and to further the interests of Owner in accordance with the usual and customary standards of Service Provider’s profession and in compliance with all Applicable Law (the “*Standard of Care*”). Service Provider will allocate adequate time, personnel and resources to each Project to perform the Services as and when required. With respect to each Project and in satisfaction of the foregoing, Service Provider shall:

1.1.1 Inspect the site where services are to be performed and to satisfy itself regarding all general and local conditions that may affect the cost of Service Provider’s performance, to the extent that the information is reasonably obtainable.

1.1.2 Take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied for the Project, and promptly alert Owner in writing of any error, omission or inconsistency in services or information, whether such services are, or information is, provided by Owner or Owner’s consultant(s). Service Provider shall identify to Owner in writing any such documents or data which, in Service Provider’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Nothing shall excuse or detract from Service Provider’s responsibilities or obligations hereunder unless Service Provider advises Owner in writing that in Service Provider’s professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Service Provider to proceed in accordance with the documents or data as originally given.

1.1.3 Coordinate the Services with services related to the Project provided by Owner and Owner’s consultants.

1.1.4 Comply with all requirements of the then-current Campus Design Guidelines and Master Construction Specifications, all of which are located online at <http://www.uh.edu/plantops/departments/fpc/owners-design-criteria/index.php>. Any proposed deviations from the Campus Design Guidelines or Master Construction Specifications must be submitted in writing to Owner for approval. Service Provider shall not proceed with any such deviations without the prior written approval of Owner.

1.1.5 Correct, at its own cost, any Services rendered by Service Provider and/or its Consultants that do not meet the Standard of Care.

1.1.6 At conclusion of Services, and at no cost to Owner, furnish and deliver to Owner one (1) complete printed copy and one (1) electronic copy in the software in which it was created or other format agreeable to Owner of each document made or furnished by Service Provider or its Consultants in connection with the Project, which copies shall become the property of Owner.

1.1.7 At Owner's request, distribute additional copies of all documents for use by Service Provider and the Consultants to any Owner employee, agent or contractor requiring them, all at no cost to Owner.

1.2 PROGRAMMING SERVICES. Service Provider shall prepare a document (the "**Facility Program**") predicated on the Owner's initial description of the construction project scope, budget, and general schedule and space requirements, which details criteria for design objectives and constraints, internal and external space requirements and relationships; and desired special components, systems and equipment as set forth below.

1.2.1 Programming services will typically be conducted under the general supervision of the UH System Office of Facilities Planning and Construction (FP&C). However, the individual System component institutions also have authority to utilize the master agreement for facility programming services to directly contract for and manage programming services.

1.2.2 Review planning and programming requirements (such as those listed below) with the Owner, identify and evaluate alternative concepts and make recommendations to the Owner of those concepts which in the Service Provider's opinion meet the Owner's requirements for the Project.

1.2.2.1. Identify goals and objectives.

1.2.2.2. Identify overall occupancy and specific department and room occupancies.

1.2.2.3. Determine occupancy types and quantities.

1.2.2.4. Identify enrollment projections and anticipated program growth.

1.2.2.5. Verify Owner's spatial estimates, making note of possible errors and omissions for discussion with the Owner.

1.2.2.6. Estimate sizes of identifiable support space, such as IT rooms, attic stock space, loading, etc.

1.2.2.7. Indicate departments and relationships to other departments. Make link and node diagrams to show departmental and room relationships; make bubble diagrams indicating spaces with relationships and their importance rankings; create diagrammatic/schematic building plans.

- 1.2.2.8. Define requirements/bases of design for specialty spaces (e.g. laboratories, broadcast studios, maker spaces).
- 1.2.2.9. List equipment and equipment function.
- 1.2.2.10. Determine special furnishing requirements or custom design/fabrication.
- 1.2.2.11. List Owner-supplied equipment and furnishings.
- 1.2.2.12. Identify site constraints.
- 1.2.2.13. Identify building orientation and location considerations, including climate, solar angles, views, traffic/parking considerations, public transportation, emergency access, pedestrian circulation.
- 1.2.2.14. Identify options of number of building stories and total height based on estimated floor plan areas and overall occupancy.
- 1.2.2.15. Identify collateral project needs if any, such as infrastructure improvements, environmental issues, etc.
- 1.2.2.16. Identify phasing considerations, if any.
- 1.2.2.17. Provide rough order of magnitude cost and preliminary design and construction schedule.
- 1.2.2.18. Verify applicable regulatory criteria or codes.

1.2.3 Specific tasks to be performed in the development of the Facility Program may include, but are not limited to, multiple interviews and workshops with the Project stakeholders, student groups, and University of Houston System representatives; and development of preliminary and final program documents.

1.3 SCHEDULE OF SERVICES. Service Provider shall prepare and submit to Owner as part of each Project Proposal a schedule for the performance of Service Provider's Services that shows the order in which Service Provider proposes to carry out Service Provider's Services (the "*Schedule*"). Once approved by Owner and incorporated as part of a Project Agreement, time limits established by the Schedule shall not be exceeded by Service Provider, except for reasonable cause, as approved by Owner in writing. If Service Provider determines that the Schedule should be adjusted at any point prior to commencement of a Project, then Service Provider shall submit to Owner a revised Schedule and an explanation of the change(s) and the reason(s) for the change(s)

for Owner's prior written approval. If approved in writing by Owner, the revised Schedule shall replace the prior Schedule for all purposes under this Agreement for such Project.

## **ARTICLE 2 – DOCUMENTS**

2.1 **OUTLINE AND FINAL FACILITY PROGRAM DOCUMENTS.** Service Provider shall prepare and submit to Owner an *Outline Program* (herein so called) and final Facility Program as set forth below:

2.1.1 Outline Program shall be submitted at the conclusion of the preliminary data gathering and workshop period and shall consist of an analysis of space and adjacency requirements information for each activity, and organized presentation of planning and programming requirements listed in Section 1.2.1.

2.1.2 Final Facility Program shall be submitted on or before the date for Project Completion identified in the Schedule and shall consist of the final version of the Outline Program incorporating all Owner comments and requested revisions and supplementary information.

2.1.3 Each document must be submitted in hard and electronic versions as follows:

2.1.1.1. one (1) original, signed spiral-bound report printed on 8.5" x 11" paper, and

2.1.1.2. one (1) electronic copy of the report in searchable PDF format, maximum 15MB in size, per file provided.

2.1.1.3. one (1) electronic copy of any spreadsheet data within the programs in MS Excel format.

2.2 **USE OF DOCUMENTS.** Reports are deemed to be instruments of service and Service Provider shall retain ownership to such documents subject to the provisions of this Section 2.2.

2.2.1 Ownership. Upon Owner's final payment for Services performed by Service Provider with respect to a Project, the report documents for such Project shall become the property of Owner to the extent allowed by Applicable Law.

2.2.2 Required Disclosures. Owner's submission or distribution of any or all of the report documents to meet official regulatory requirements or for other purposes in connection with the Project is not publication in derogation of Service Provider's rights, and is here specifically authorized and permitted by Service Provider.

2.2.3 Inspection by Others. In the event a federal grant or other federal financing participates in the funding of a Project, Service Provider shall permit access to and grant the right to examine its books covering its Services for such Project, comply with all federal agency requirements as to work hours, overtime compensation, nondiscrimination, contingent fees, and other labor standard provisions, and attend meetings, prepare reports and submit data for approval, as required by the agency involved.

### **ARTICLE 3 – ADDITIONAL SERVICES**

3.1 GENERAL. If authorized in writing by Owner, Service Provider shall provide any or all of the Services listed in Section 3.2 (the “**Additional Services**”) in accordance with this Section 3.1. Prior to commencing any Additional Service, Service Provider shall submit to Owner an Additional Services Proposal. The Additional Services Proposal shall describe in detail (a) the nature and scope of the Additional Services, (b) the basis upon which Service Provider believes such services constitute Additional Services rather than Basic Services, (c) the maximum amount of fees and Reimbursable Expenses for Service Provider’s performance of the Additional Services, and (d) a proposed schedule for performance of the Additional Service. At Owner’s request, Service Provider shall deliver to Owner a proposal in a form acceptable to Owner for performance of any proposed Additional Services on a fixed price basis. Upon acceptance by Owner, each Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement, except that payment for any such accepted Additional Service shall be in accordance with Section 3.3.

3.2 ADDITIONAL SERVICES.

- 3.2.1 Provide a detailed parametric cost estimate in current CSI format accurate within +/-20% of actual building cost.
- 3.2.2 Develop space utilization or space optimization studies
- 3.2.3 Provide site analyses and selection recommendations
- 3.2.4 Site development planning
- 3.2.5 Development of renderings or donor presentation materials
- 3.2.6 Equipment planning

3.3 COMPENSATION. As compensation for any Additional Services rendered in compliance with the provisions of this ARTICLE 3, Service Provider shall receive a fee (a) equal to the DSE with multiplier per Continuing Services Agreement 5.1 for such Additional Service, or (b) fixed price agreed to by the parties prior to Service Provider’s performance of such Additional Services.