

LANDSCAPE ARCHITECTURAL DESIGN 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, and will ensure that all documents bear the seal of the licensed professional who prepared them. With respect to each Project and in satisfaction of the foregoing, Service Provider shall:

1.1.1 Comply with Contract Documents referenced in this Exhibit. These include:

1.1.1.1. The current version of the State of Texas Uniform General Conditions for Construction Contracts (“*UGC*”) published by the Texas Facilities Commission on its website, and the University of Houston Supplemental General Conditions (“*SGC*”), which may be found online at http://www.uh.edu/legal-affairs/contract-administration/pdf-documents/Supplemental_general_special_conditions.pdf.

1.1.1.2. The current UH Campus Design Guidelines and Standards and Master Specifications.

1.1.1.1. Any proposed deviations from the Contract Documents 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.

1.1.2 Take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied for Projects, and promptly alert Owner in writing of any error, omission or inconsistency in services or information, regarding the systems to be commissioned. 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, unavailable, 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 Correct, at its own cost, any Services rendered by Service Provider and/or its Consultants that do not meet the Standard of Care.

1.1.4 At no cost to Owner, and in accordance with Section 2.1, furnish and deliver to Owner copies 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.

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

1.2 SERVICES.

1.2.1 General.

Landscape architectural design shall include the design, selection and construction documentation of all plantings, irrigation site furniture, drainage, irrigation, and hardscape components. Service Provider shall provide landscape architectural design on sites as directed by Owner as well as provide general guidance on landscape and irrigation issues. Guidance may include review of and recommendations to the Campus Design Guidelines and Standards, especially Section 6.0 - Landscape Design Guidelines, the campus recommended plantings list, and similar general landscape topics. Service Provider shall attend all Project Pre-design Phase, Schematic Design Phase, Design Development Phase, and Construction Phase meetings.

1.2.2 Pre-design Phase Services.

Service Provider shall make recommendations to Owner, consultants retained by Owner, and Project stakeholders regarding the Project design objectives and factors affecting the objectives, such as market and environmental factors and site physical characteristics.

1.2.3 Schematic Design Phase Services.

Service Provider shall attend Schematic Design Phase meetings and, in keeping with Owner's design objectives, shall submit for Owner's approval preliminary design concepts and drawings of proposed planting and ground cover materials and layout, landforms, paving, irrigation systems, drainage concepts, and any related earthwork and systems.

1.2.4 Design Development Phase Services.

Service Provider shall prepare and submit to Owner for Owner's approval Design Development documents based on the approved Schematic Design Documents. Design Development Phase Services shall include an opinion of probable cost for the Project and may include the production of renderings or other graphics to be used in presentations to Owner or campus stakeholders. The Design Development Phase shall not begin unless and until Owner delivers to Service Provider written approval of the Schematic Design Documents and written instruction to proceed with Design Development Phase Services for the Project.

1.2.5 Construction Drawings and Specifications Phase.

Service Provider shall prepare, based on the approved Design Development Documents, and deliver to Owner Construction Documents for Owner's review and approval. The Construction Documents shall illustrate and describe the further

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development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and installations. The Construction Drawings and Specifications Phase shall not begin unless and until Owner delivers to Service Provider written approval of the Design Development documents and written instruction to proceed with Construction Drawings and Specifications Phase Services for the Project.

1.2.6 Construction Phase Services

Service Provider shall provide Construction Administration Services to include visits to the Site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Construction Documents and the schedule of the Work, and to guard Owner against defects and deficiencies in the Work, processing of change-orders, responding to Requests for Information, and developing additional detail drawings to aid in construction or installation.

1.2.7 Substantial Completion Services

Service Provider shall provide punch list notes and documentation of completions of punch list items. Service Provider will compile record drawings and submit copies to the Owner for archiving. Service Provider will provide a final punch list of any warranty items to be completed prior to the Project's acceptance by Owner.

1.2.8 Warranty/Post-Acceptance Phase

Service Provider will provide periodic visits throughout the warranty period to verify maintenance operations are being performed by the Contractor per the terms of the contract. Service Provider shall provide consultation and advice regarding the failure at any time of material or equipment within the period covered by warranty or guarantee.

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 or Owner, except for reasonable cause; provided, however, reasonably foreseeable occurrences, such as typical adverse weather conditions, vacation time, and standard attrition, shall not constitute reasonable cause for purposes of extending time limits established by the Schedule. 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 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.

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ARTICLE 2 –ADDITIONAL SERVICES

2.1 DOCUMENT FORMAT.

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

2.1.1.1. Each document must be submitted electronically in searchable PDF format, maximum size 15MB. Plans shall be submitted electronically as AutoCAD file(s). File layering protocol and title blocks shall conform to the UH CAD Standards. , and

2.1.1.2. Owner also may request print copies of plans and other documents required for the performance of the Services. The latter shall be printed on 8.5” x 11” paper; plans shall be plotted as digital blacklines at a convenient scale (generally 30” x 42”).

2.2 USE OF DOCUMENTS. Design drawings and text documents 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 publication is not 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 agency 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, etc., 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

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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 Land use and development master planning and feasibility studies
- 3.2.2 Athletic recreational field design
- 3.2.3 Wayfinding signage and environmental graphics
- 3.2.4 Irrigation services
- 3.2.5 Other services as requested by Owner not included within Section 1.2.

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 Direct Salary Expense for such Additional Service, or (b) fixed price agreed to by the parties prior to Service Provider's performance of such Additional Services.