CIVIL ENGINEERING 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 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, including but not limited to any Construction Manager appointed by Owner.

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 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. Where the Services require the creation of

construction documents, Service Provider shall provide Record Drawings (one (1) electronic file in accordance with Owner's CAD Standards Manual and in the media prescribed by Owner; and two (2) sets large format prints) and record specifications (bound volumes) within sixty (60) days of Substantial Completion of a Project. Record Drawings shall be based on the as-built drawings prepared by Contractor during the course of construction and must include all changes made to the drawings and specifications by addenda, Service Provider's supplemental instructions, field orders, field reports, requests for information, shop drawings, Change Orders, field conditions and all other directives and information resulting in a change to the initial design. All revisions or changes noted on the as-built drawings shall be properly annotated and cross referenced on the Record Drawings. Each sheet shall be prominently noted "Record Drawing" and shall bear Service Provider's notations reflecting the information contained in the as-built drawings has been checked. Owner shall not be required to make final payment to Service Provider unless and until Owner has received and accepted in writing Record Drawings and final specifications.

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 CIVIL ENGINEERING SERVICES.

1.2.1. Basic services include but are not limited to creation of feasibility studies, evaluations, plans, specifications and estimates; inspection, construction management for to following:

- Roads, Parking Lots, Driveways, Sidewalks, Bikeways, and associated drainage and maintenance (in accordance with the standards set by TxDOT, Harris County, the City of Houston, and jurisdictions applicable to our component campuses in Sugar Land, Victoria, and Clear Lake.)
- Stormwater Management
- Domestic/Potable Water System
- Wastewater Facilities
- Pump Station/Force Main
- Site Grading
- Erosion Control

1.2.2. Excluded basic services include but are not limited to:

- Environmental Support Services
- Hazardous Material Mitigation
- Structural Engineering
- Surveying Services
- Geotechnical Services

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 ASSESSMENTS, TESTING PROTOCOLS, FIELD OBSERVATIONS AND OTHER REPORTS.

2.1.1 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) flash drive or CD of the report in searchable PDF format, maximum 15MB in size

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 Traffic Engineering

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.