MECHANICAL ELECTRICAL PLUMBING
ENGINEERING DESIGN SERVICES

EXHIBIT A TO CONTINUING SERVICES AGREEMENT

ARTICLE 1 - OWNER'S OBLIGATIONS

1.1 In addition to the provisions of SECTION 4 of the Agreement, Owner shall provide an initial budget for the Project, including information as to the space and facility requirements, budget limitations and scheduling.

1.2 Prior to the start of a Project, Owner will determine the required number of design documents review periods and the duration needed for each review period. In general, for larger projects the review stages are identified as follows:

90% Schematic Design submissions
50% Design Development submissions
90% Design Development submissions
50% Construction Documents submissions
90% Construction Documents submissions

ARTICLE 2 – SERVICE PROVIDER'S BASIC SERVICES

2.1 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:

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

2.1.1.1 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/Suppplemental_general_special_conditions.pdf.

2.1.1.2 The current Campus Design Guidelines and Master Specifications which may be found online at http://www.uh.edu/plantops/departments/fpc/owners-design-criteria/index.php.

2.1.1.3 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.

2.1.2 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 to Service Provider (by Owner or any other party) that Service Provider uses for Project(s), and promptly alert Owner in writing of any error, omission or inconsistency in services or information. 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.

2.1.3 Coordinate the Services with services related to the Project(s) provided by Owner and Owner's consultants, including any Construction Manager or Contractor appointed by Owner.

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

2.1.5 At no cost to Owner, and in accordance with Section 3.1, 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.

2.1.6 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.

2.2 MECHANICAL ELECTRICAL PLUMBING (MEP) ENGINEERING DESIGN SERVICES.

2.2.1 Utility infrastructure services include but are not limited to:

- Campus utility infrastructure assessment and master planning
- Utility infrastructure project design and construction documentation

2.2.2 New construction and renovation services include but are not limited to:

- Utility infrastructure project design and construction documentation
- MEP design, construction documentation
- MEP system condition assessments and deferred maintenance remediation strategies

- MEP construction administration
- MEP system condition assessments and deferred maintenance remediation strategies

2.2.3 Industrial utility design services include but are not limited to:

- MEP design services for steam boilers, steam distribution, chillers, cooling towers, chilled water distribution systems, and commercial freezers.

2.3 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.

ARTICLE 3 – DOCUMENTS

3.1 ASSESSMENTS, TESTING PROTOCOLS, FIELD OBSERVATIONS AND OTHER REPORTS.

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

3.1.1.1 Each document must be submitted electronically in searchable PDF format, maximum size 15MB, and

3.1.1.2 Owner also may request print copies of individual documents, and may request a complete original, signed spiral-bound copy of the final report, if any. All print versions shall be printed on 8.5" x 11" paper.

3.2 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 3.2.

3.2.1 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.

3.2.2 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 shall not be considered a publication in derogation of Service Provider's rights, and is here specifically authorized and permitted by Service Provider.

3.2.3 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 4 – ADDITIONAL SERVICES

4.1 GENERAL. If authorized in writing by Owner, Service Provider shall provide any or all of the Services listed in Section 4.2 (the "***Additional Services***") in accordance with this Section 4.1. 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 4.3.

4.2 ADDITIONAL SERVICES.

4.2.1 Building Automation Control Systems

4.2.2 Building systems commissioning

4.3 COMPENSATION. As compensation for any Additional Services rendered in compliance with the provisions of this ARTICLE 4, Service Provider shall receive a fee (a) equal to the DSE, with multiplier pursuant to Section 5.1 of the Agreement, for such Additional Service, or (b) fixed price agreed to by the parties prior to Service Provider's performance of such Additional Services.