ARCHITECTURE SERVICES

EXHIBIT A TO CONTINUING SERVICES AGREEMENT

ARTICLE 1 - OWNER'S OBLIGATIONS

1.1 In addition to the provisions of SECTION 5 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 high standards of Service Provider's profession and in compliance with all Applicable Law (the "***Standard of Care***"). Service Provider shall design each Project such that it can be built, with alternates, within the Project Construction Budget (if the Project Request requires one) at or under Owner's estimate of the cost to build the Project (the "***Construction Cost Limitation***"), will allocate adequate time, personnel and resources to each Project to perform the Services as and when required, and will ensure that all drawings, specifications and other design documents bear the seal of the licensed professional who prepared them. Service Provider shall allocate adequate time, personnel and resources as necessary to perform the Services for each Project. Service Provider shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the Standard of Care. "***Project Construction Budget***" means the estimate, delivered by Owner or prepared and updated as an Additional Service by Service Provider's construction cost estimating consultant(s), including the major categories of Work, of a Project's cost of construction including contingency (if any) with respect to each phase of development, delivered to Owner in accordance with Section 2.1.14 and approved by Owner in writing. With respect to each Project and in satisfaction of the foregoing, Service Provider shall:

2.1.1 Manage the design of the Project to achieve the Facility Program objectives of scope and cost through completion and acceptance of the Construction Documents Phase. "***Facility Program***" means Owner's initial description of the Project scope, preliminary Construction Cost Limitation, schedule, criteria for design objectives, characteristics and constraints, space requirements and relationships, Site requirements, existing facilities, and desired special components, systems and equipment. In this regard, Service Provider shall:

2.1.1.1 Chair all meetings scheduled prior to the Construction Administration Phase (defined in Section 2.7) and promptly provide and distribute by email meeting minutes to all persons involved in the design of the Project, including (by way

of example and not of limitation) the Construction Manager (if any). "***Construction Manager***" means a Contractor appointed to serve as construction manager for and on behalf of Owner for this Project in accordance with Section 51.781 or Section 51.782 of the Texas Education Code. "***Contractor***" means the entity awarded the contract to construct the Project.

2.1.1.2 Ensure coordination and inclusion of sequence of operations for all operable systems in the Project.

2.1.1.3 At no cost to Owner, furnish and deliver to Owner one (1) complete printed copy and one (1) electronic copy of each plan, drawing and specifications of every character made or furnished in connection with the Work, including the Record Drawings (in accordance with Section 3.1), which copies shall become the property of Owner.

2.1.1.4 Distribute copies of all plans, specifications and other documents for use by Service Provider and the Consultants (defined in Section 2.1.8) to any employee, agent or Consultant requiring them, all at no cost to Owner.

2.1.1.5 Become sufficiently familiar with the existing facilities, systems and conditions at the Site so that the proposed Project will completely and properly interface functionally with them.

2.1.2 If identified by Owner as a requirement in the Project Request, utilize project information management software, such as Newforma Project Center, throughout the course of the Project for purposes of file sharing and document management. All Project documentation, such as notifications and responses for requests for information and submittals, Service Provider's supplemental instructions, proposal requests, revised logs and other standard documentation must be uploaded and distributed via the information management software. The software must include an e-mail notification system and have capacity to store all posted files for a minimum of thirty (30) days. A user ID and password will be provided for all Project Team members to disseminate project reports and information. A mutually acceptable file naming convention will be established by the Project Team prior to the commencement of the Work. "***Project Team***" means Owner, Contractor, Service Provider, and any separate contractors and other consultants (including Consultants) employed for the purpose of programming, design and construction of the Project. The composition of the Project Team may vary at different phases of the Project. The Project Team will be designated by Owner and may be modified from time to time by Owner.

2.1.3 Advise Owner of any adjustments to the scope or quality of the Project necessary to comply with the Construction Cost Limitation and the Project Construction Budget at all stages of the Services.

2.1.4 Consult to the extent required by Owner with authorized employees, agents and/or representatives of Owner relative to the design and construction of the Project.

2.1.5 Coordinate the Services with services related to the Project provided by Owner and Owner's consultants, including any Construction Manager appointed by Owner.

2.1.6 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 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, Owner's consultant(s) (which, during the Construction Administration Phase, includes the Contractor and its subcontractors), Service Provider, any Consultant, or any other person retained by Service Provider. 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 in a case where such documents or data are furnished 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.

2.1.7 Review any Site surveys, subsoil data, and other data logs of borings, etc., furnished to Service Provider by Owner and advise Owner whether such data is sufficient for the purpose of design, or if additional data is necessary before Service Provider can proceed with the Services.

2.1.8 As part of Basic Services (and not chargeable to Owner) contract for or employ all consultants necessary for the design of the Project (the "***Consultants***"), including (but not limited to) a duly licensed and registered Accessibility Specialist ("***RAS***") and providers of the following, as and when required for the timely development of each Project, to the extend each or any is advisable in accordance with the Standard of Care:

- Mechanical, Electrical, and Plumbing Engineering Services
- Structural Engineering Services
- Civil Engineering Services
- Landscape Architecture Services
- Audio-Visual Design Services (limited to basic room functions for typical program elements)
- Data and Telecommunications Engineering Services
- Graphics (code compliant signage)

2.1.9 With respect to Texas Architectural Barriers Act and the Americans with Disabilities Act and any other Applicable Law pertaining to disabilities and Architectural barriers (including the requirements of the Texas Department of Licensing and Regulation, collectively, "***ADA***"):

2.1.9.1 Advise Owner in writing of all accessibility standards applicable to the Project;

2.1.9.2 Advise Owner regarding compliance with all ADA requirements including the final call for inspection; and

2.1.9.3 Attend the inspection(s) of the Project by the RAS and (a) advise Owner with respect to any RAS recommendations, and (b) assist and supervise the Contractor with any necessary corrective actions.

2.1.10 Coordinate the Services with the services of all consultants on a Project, including the Consultants and any consultants retained by Owner, and ensure that all such services are appropriate for and are adequately incorporated into the design of the Project. Nothing in the foregoing shall create a contractual relationship between Service Provider and any consultants retained or employed by Owner.

2.1.11 Satisfy all requirements of Appropriate Authorities regarding the Services including, but not limited to, auditing requirements and payroll affidavits, and assist Owner in fulfilling or satisfying the applicable requirements of Appropriate Authorities regarding the design, cost, and construction of a Project including, but not limited to, disbursements made under the Construction Contract.

2.1.12 Comply with all requirements of the then-current Campus Design Guidelines, Master Specifications and the University of Houston Telecommunications Cabling Standards (the "***Cabling Standards***"), all of which are located online at http://www.uh.edu/plantops/departments/fpc/owners-design-criteria/index.php. Any proposed deviations from the Design Guidelines or Cabling Standards 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.

2.1.13 Incorporate the requirements of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office, 34 *Texas Administrative Code*, Part 1, Chapter 19, and provide a Statement of Compliance certifying that the Project design complies with the standards.

2.1.14 In conjunction with Owner, meet as necessary with Appropriate Authorities to review the design, construction and proposed operation of a Project for compliance with Applicable Law.

2.1.15 Submit documents to Owner for review in accordance with the Submission Schedule (as defined in Section 4.2.19). Service Provider shall incorporate into the documents such corrections and amendments as Owner requests, unless Service Provider objects in writing and receives Owner's written consent not to make the changes. Service Provider will be responsible for any damages incurred by Owner resulting from Service Provider's failure to incorporate requested corrections and amendments to the documents.

2.1.15.1 Owner will provide its review comments to Service Provider on the form used by Owner for internal document review, and Service Provider shall provide a detailed written response to each of Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, Service Provider shall include the completed comment form from the preceding submittal along with a cover letter signed by the Principal affirming that the prior review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation as required by this Section 2.1.15.1 shall justify Owner's reduction or rejection of Service Provider's invoice(s) for Services.

2.1.15.2 Owner's approval of revised documents submitted by Service Provider pursuant to Section 2.1.15.1 shall not constitute or be deemed an approval of any unlisted changes, and any costs or expense for any Additional Services subsequently required and/or rendered for such unlisted changes shall be Service Provider's sole responsibility.

2.1.16 Any change to the scope or quality of a Project, whether for budgetary reasons or otherwise, shall be effected by a Design Change Authorization on Owner's then-current form (as it may be modified from time to time) and in accordance with Owner's then-current procedure (as it may be modified from time to time).

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

2.1.18 At Owner's request, coordinate the purchase of additional reprographic materials for bidding or proposal purposes or when additional review sets, in excess of those required by Section 2.5.1, are required by Owner. Service Provider shall present a Tax Exemption Certificate to the vendor and coordinate Owner's requirements for type, quantity and invoice billing. When requested, Service Provider will account to Owner for all additional materials ordered by Owner through Service Provider as Owner's agent and shall distinguish between those materials ordered on behalf of Owner without sales tax and any other copies thereof that Service Provider, or others, may order and pay for which includes sales tax, on its own or their behalf. Service Provider shall forward to Owner the original vendor's invoice for materials purchased by Owner and delivered to Service Provider as Owner's agent.

2.1.19 If a Project is subject to Texas Commission on Environmental Quality ("***TCEQ***") Regulations, employ a qualified Consultant (the "***TPDES Consultant***"), experienced in the Texas Pollutant Discharge Elimination System ("***TPDES***") requirements and in the best management practices used at construction sites to control erosion and sediment, to prevent the discharge of pollutants and to prevent or mitigate the impacts of storm water runoff on water quality (collectively "***BMPs***"), which TPDES Consultant shall be approved in writing in advance by Owner, to provide expertise with respect to Texas Commission on Environmental Quality regulations and BMPs through all phases of the Project. The TPDES Consultant's services shall include, without limitation, (1) recommending structural and non-structural BMPs to Service Provider or other subcontractors under this Agreement for civil and landscape site coordination, (2) preparing Storm Water Pollution Prevention Plans ("***SWPPPs***") including any BMP drawings and details, (3) as requested in writing by Owner, assisting in the updating of SWPPPs and all other permit documentation required by the TCEQ for the Project, and (4) drafting technical specifications governing the Contractor's obligations under the applicable TPDES regulations and the TCEQ General Permit for Storm Water Discharges From Construction Sites ("***General Permit***") No. TXR 150000 and governing the Contractor's recommended courses of action under BMPs. The TPDES Consultant shall ensure that the SWPPP has been prepared for the Site in accordance with the General Permit and that such plan complies with approved State and/or local sediment and erosion plans or permits and/or storm water management plans or permits, including, without limitation, any TPDES permit issued to The University of Houston component on which the Site is located. The TPDES Consultant, through Service Provider, shall determine whether General Permit coverage is required, and, if so, shall advise Owner of Owner's obligations under the General Permit and shall advise Owner of the Contractor's obligations under the General Permit. If there are multiple projects proposed to be conducted concurrently in contiguous areas and general permit coverage is required, the TPDES Consultant shall advise Owner of Owner's obligations and prepare one SWPPP for the entire area encompassing all projects and shall amend such SWPPP at the request of Owner to ensure that the Contractor of each project can comply with TPDES requirements and BMPs. SERVICE PROVIDER HEREBY INDEMNIFIES AND HOLDS HARMLESS OWNER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, AND EXPENSE ARISING OUT OF A VIOLATION OF THE APPLICABLE TCEQ TPDES REGULATIONS, BMPs, THIS PARAGRAPH OF THIS AGREEMENT, OR THE TERMS AND CONDITIONS OF THE GENERAL PERMIT TO THE EXTENT ATTRIBUTABLE TO A WILLFUL, NEGLIGENT OR ACCIDENTAL ACT OR OMISSION OF SERVICE PROVIDER OR ITS CONSULTANTS.

2.1.20 Prepare, maintain and update the Floor Area Calculations and all associated CADD files throughout the course of a Project to reflect any changes made to the design in later stages of the Project, and shall submit to Owner a final document during Project close-out. All CADD drawings and files shall be developed and maintained in accordance with the University of Houston CAD Standards Manual located online at http://www.uh.edu/plantops/fpc_cad_standards.html.

2.1.21 Make recommendations to Owner for the correction of deficiencies in construction of a Project at all times prior to the expiration of the Contractor's Warranty period for the Project.

2.1.22 Attend all regularly scheduled meetings during the Construction Administration Phase and advise Owner on matters such as construction phasing and scheduling, bid or proposal alternates, special allowances, liquidated damages, the Construction Contract time period, and other construction issues appropriate for the Project.

2.1.23 Coordinate Basic and Additional Services with any Construction Manager and Owner's consultants.

2.2 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***"). The Schedule shall:

2.2.1 be in the form of a progress chart indicating all major tasks to be accomplished and the time for starting and completing the task; and

2.2.2 include allowances for periods of time required for Owner's review, for the performance of Owner's consultants, and for approval of submissions by Appropriate Authorities having jurisdiction over the Project.

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 construction 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.

2.3 SCHEMATIC DESIGN PHASE SERVICES. Service Provider shall review the Facility Program for each Project and promptly advise Owner in writing either: (a) that the Facility Program is complete and satisfactory; or (b) of any revisions or clarifications Service Provider determines necessary or advisable to the Facility Program. If Service Provider proposes any such revisions and/or clarifications, Owner shall promptly advise Service Provider in writing whether Owner approves any or all of the revisions and/or clarifications. The ***Schematic Design Phase*** of a Project will not commence until (x) Service Provider has advised Owner that the Facility Program is satisfactory under clause (a) or Owner has approved Service Provider's proposed revisions and/or clarifications under clause (b) of this Section 2.3, and (y) Service Provider's receipt of Owner's written authorization to proceed with Schematic Design. During the Schematic Design Phase of a Project, Service Provider shall provide the following Services (the "***Schematic Design Services***"):

2.3.1

2.3.2 Prepare and submit to Owner a preliminary code analysis.

2.3.3 Prepare and submit to Owner for Owner's approval the following items (the "***Schematic Design Documents***"): (a) outline specifications indicating Architectural, structural, mechanical, and electrical systems and materials proposed, and (b) the Floor Area Calculations. If Owner instructs Service Provider to deliver the documents identified in this Section to anyone (including, for example, Construction Manager) in addition to Owner, the cost of reproducing and delivering such documents shall be a Reimbursable Expense.

2.3.4 Upon completion of the Schematic Design Documents, Service Provider will prepare the Construction Cost Estimate. If the Construction Cost Estimate (including contingency) exceeds the then-current Project Construction Budget by more than five percent (5%), then Owner may, at its discretion, (a) give written approval of an increase in the Project Construction Budget, or (b) require Service Provider to revise the scope of the Project or its quality, or both, so as to reduce the Construction Cost Estimate, in which case Service Provider shall, at its expense and at no cost to Owner, modify the Schematic Design Documents, in order to bring the Construction Cost Estimate within the Project Construction Budget.

2.4 DESIGN DEVELOPMENT PHASE SERVICES. The ***Design Development Phase*** of a Project 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. Should Service Provider perform any Services after submitting the Schematic Design Documents to Owner for approval but prior to receiving Owner's approval for same, such Services shall be at Service Provider's sole cost and expense and not chargeable to or payable by Owner. During the Design Development Phase of a Project, Service Provider shall provide the following Services (the "***Design Development Phase Services***"):

2.4.1 Prepare and submit to Owner for Owner's approval design development documents based on the approved Schematic Design Documents and any adjustments to the Facility Program or Construction Cost Limitation authorized in writing by Owner. The design development documents shall incorporate the GMP Proposal approved by Owner (if any), and shall fix, illustrate and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, Site development and such other elements as may be appropriate and must consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems. The design development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. In addition to the foregoing, the design development documents shall include:

2.4.1.1 a final code analysis;

2.4.1.2 presentation materials, including finish and material boards and rendered plans, elevations, sections and perspective views as necessary to illustrate the final design; and

2.4.1.3 preliminary recommended furniture layouts for all spaces where it is important to substantiate the fulfillment of Facility Program space requirements, or to coordinate with specific Architectural, mechanical and electrical elements.

If Owner instructs Service Provider to deliver the documents identified in this Section to anyone (including, for example, Construction Manager) in addition to Owner, the cost of reproducing and delivering such documents shall be a Reimbursable Expense.

2.4.2 The design development documents, once approved by Owner, are referred to in this Agreement as the "***Design Development Documents***."

2.5 CONSTRUCTION DOCUMENTS PHASE SERVICES. The ***Construction Documents Phase*** of a Project shall not begin unless and until Owner approves the design development documents and delivers to Service Provider written instruction to proceed with the Construction Documents Phase Services. Should Service Provider perform any Services after submitting the design development documents to Owner for approval but prior to receiving Owner's approval for same, such Services shall be at Service Provider's sole cost and expense and not chargeable to or payable by Owner. During the Construction Documents Phase of a Project, Service Provider shall provide the following Services (the "***Construction Documents Phase Services***"):

2.5.1 Prepare, based on the Design Development Documents and any further adjustments authorized in writing by Owner in the scope or quality of the Project or in the Project Construction Budget, and deliver to Owner and to Contractor (if any) one (1) complete hard copy set and one (1) complete electronic set of Construction Documents for Owner's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems (including, by way of example and not of limitation, sequence of operations for all operable systems) and other requirements for the construction of the Work, and shall comply in all respects with Applicable Law. Notwithstanding anything to the contrary contained herein, the cost of reproduction and delivery to Construction Manager of documents in accordance with this Section 2.5.1 shall be a Reimbursable Expense.

2.5.2 Assist Owner in preparing all necessary bidding information, bidding forms, and RFP information and forms.

2.6 BIDDING AND PROPOSAL PHASE SERVICES. The ***Bidding and Proposal Phase*** of a Project (herein so called) shall not commence unless and until Owner's written (a) acceptance of the Construction Documents and (b) approval of the mutually established Construction Cost Limitation. During the Bidding and Proposal Phase of a Project, Service Provider shall provide the following Services (the "***Bidding and Proposal Phase Services***"):

2.6.1 Assist Owner and any Construction Manager in obtaining and evaluating bids or proposals, and in awarding contracts for construction, including preparation for and attendance at Prebid or Preproposal Conferences and HUB meetings. Service Provider shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents. Service Provider shall maintain a register of bid and proposal documents, distribute documents to bidders, proposers, and plan rooms, and obtain and administer deposits. At Owner's request, Service Provider shall attend and participate in all bid openings at Contractor's office**.**

2.6.2 Assist Owner in analyzing bids or proposals for determination of appropriate value of the scope of work.

2.6.3 In the event the best value proposal received for the Project exceeds the Construction Cost Limitation established at the completion of the Construction Document Phase, revise the drawings and specifications as necessary to bring the cost of the Project within the Construction Cost Limitation if so directed by Owner, at no cost to Owner. Notwithstanding anything to the contrary contained in this Agreement, Owner reserves the right to accept a proposal and award a construction contract that exceeds the Construction Cost Limitation, if such award is determined by Owner to be in Owner's best interest.

2.7 CONSTRUCTION ADMINISTRATION PHASE SERVICES. The ***Construction Administration Phase*** (herein so called) shall commence upon Owner's award of the Construction Contract and Owner's issuance to Service Provider of a written notice to proceed with Construction Administration Phase Services, and shall end upon the later of (a) sixty (60) days after final payment is made by Owner to Contractor, and (b) the date Service Provider has satisfactorily performed all of the Services. Service Provider and the Consultants shall have access to the Site and the Work at all times during the Construction Administration Phase. During the Construction Administration Phase of a Project, Service Provider shall provide the Services required of the "Service Provider/Engineer" or the "AE" under the UGC and SGC, as well as the following listed Services (collectively, the "***Construction Administration Phase Services***"):

2.7.1 Assist Owner in arranging, and attend, a pre-construction conference.

2.7.2 As Owner's representative during the construction of the Project, advise and consult with Owner and serve as liaison between Owner and Contractor for all purposes including, but not limited to, issuing all instructions from Owner to Contractor and receiving all communications from Contractor to Owner; provided, however, Owner may, at its discretion, communicate directly with Construction Manager (if any) and any consultants (including the Consultants). Service Provider's authority to act on behalf of Owner shall be to the extent provided in the Construction Documents and may not be restricted, modified, or extended without Owner's written instruction to such effect, which Owner may issue at Owner's sole discretion.

2.7.3 Review Contractor's list of proposed subcontractors for the Work, and Contractor's initial administrative submittals for Project schedule, schedule of values, submittal schedule, and equipment matrix to establish the appropriate basis for construction monitoring, payment processing, and system commissioning. Service Provider shall advise Contractor in writing of any necessary revisions to the documents submitted by Contractor and recommend acceptance of such documents by Owner as and when appropriate. Service Provider shall review the periodic updates of all schedules submitted or provided by Contractor and advise Owner and Contractor of any deviation from the scheduled progress and/or cost of the Work.

2.7.4 Together with any necessary or appropriate Consultant(s), visit the Site and the Work 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. Service Provider shall issue to Contractor, with a copy to Owner, a field report noting its observations within three (3) days of each visit.

2.7.4.1 Service Provider shall attend and participate in concealed space inspections, systems start-up inspections, and all inspections through the Final Inspection (as defined in the UGC). Service Provider shall prepare punch lists and follow-up observation on the punch lists as may be required, shall conduct a final observation of the Project and shall prepare a statement of Final Acceptance of the Work addressed to Owner.

2.7.4.2 Service Provider shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. These shall remain the Contractor's sole responsibility. Service Provider shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Construction Documents, except that it shall be Service Provider's responsibility to make known to

Owner any such failure to perform. Written notice of such failure shall be delivered to Owner within two (2) days from time of discovery.

2.7.5 In addition to the Site visits required pursuant to Section 2.7.5 above, visit the Site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant Work activities and for formal inspections of the Work.

2.7.6 Determine, after review with Owner, the amount owing to Contractor and certify the Contractor's payment requests in such amounts. The certification of the Construction Payment Requests shall constitute Service Provider's representation to Owner, based on Service Provider's observations at the Site and on the data comprising the Request, that the Work has progressed to the point indicated, that to the best of Service Provider's knowledge, information, and belief, the quality of the Work is in accordance with the Construction Documents, and that Contractor is entitled to payment in the amount certified.

2.7.7 Provide technical advice, clarify and interpret the Construction Documents, whether by issuance of Service Provider's Supplemental Instructions or otherwise, and make all revisions and changes to the Construction Documents as necessary to accomplish their intent or, with Owner's prior written consent, to correct errors, conflicts, or omissions, advise Owner's Designated Representative of all decisions regarding errors or conflicts in, or omissions from, the Construction Documents prior to rendering corrections to Contractor, judge Contractor's performance under the Construction Documents, and render written recommendations within a reasonable time on all claims, disputes and other matters in question between Owner and Contractor relating to execution or progress of the Work or the interpretation of the Construction Documents. Service Provider shall issue the modifications or revisions to the Construction Documents authorized by this Section 2.7.8 in writing in the form of Service Provider's supplemental instructions, clarifications, or such other document best suited to accomplish such modifications or revisions.

2.7.7.1 Service Provider shall review and respond to requests for information about the Construction Documents. The Construction Documents shall contain clear instructions for submission of requests for information, including (by way of example and not of limitation) that each must specify the specific Construction Document that requires clarification and the nature of the clarification required. Service Provider shall respond to requests for information completely and in accordance with Section 2.7.12, which response may require supplemental Construction Documents.

2.7.7.2 Subject to Owner's written approval, Service Provider's decisions in matters relating to aesthetic effect shall be final if consistent with and reasonably inferable from the intent of the Construction Documents.

2.7.7.3 If directed by Owner, Service Provider shall review and evaluate cost saving proposals submitted by Contractor, subcontractors, suppliers and/or manufacturers and shall make any necessary revisions to the Construction Documents in accordance with Section 2.7.8.4.

2.7.7.4 All proposed changes to Construction Documents, regardless of how initiated, shall be completely identified and defined in the document depicting them as to scope of Work added, removed, or changed. Service Provider may mark the original copies of the Construction Documents to show such changes, provided that ***all such revisions shall be permanently recorded on the Record***

Drawings. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

2.7.8 Following written notice to Owner, reject Work that, in Service Provider's judgment, does not conform to the Construction Documents ("***Nonconforming Work***").

2.7.9 Require additional inspection or testing of all or any portion of the Work, whether or not such Work is fabricated, installed or completed, if Service Provider considers it necessary or advisable to ensure that the Work is consistent with the letter and/or intent of the Construction Documents. Neither Service Provider's authority under this Section 2.7.10, nor Service Provider's good faith decision either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Service Provider to Contractor or its subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work, nor shall it excuse Contractor or its subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work from its or their obligations with respect to the Work.

2.7.10 Review for compliance with the Construction Documents, and take any appropriate action with respect to, all Contractor submissions (including, but not limited to, schedules, shop drawings, laboratory reports, samples, fabrication, erection, and setting drawings, wiring and control diagrams, schedules, list of materials and equipment, and other descriptive data pertaining to materials or equipment). Service Provider shall complete such review so as not to delay unreasonably the progress of the Project, and in any event in compliance with Section 2.7.12.

2.7.11 Act with reasonable promptness, but in any event within ten (10) business days after receipt, on submittals and requests for information so as to cause no delay to Contractor's scheduled progress. Service Provider's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Service Provider's review and approval shall not constitute approval of any construction means or methods.

2.7.12 Review and advise Owner in writing as to the acceptability of substitutions proposed by Contractor.

2.7.13 Assist Owner in the review of, and make recommendations to Owner with respect to, Contractor's Change Proposals or claims for additional time or costs. Service Provider shall prepare Work Changes Proposal Requests for Owner's approval and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time (as those terms are defined in the Construction Contract) which are not inconsistent with the intent of the Construction Documents. In conjunction with each Change Proposal, Service Provider shall prepare an independent cost and time estimate for comparison with Contractor's proposal and advise Owner whether the Change Proposal is acceptable.

2.7.14 Receive, review, acknowledge compliance of, and deliver to Owner written guarantees and warranties, operating and maintenance instructions, manuals brochures, diagrams, and other Project close-out documentation provided by Contractor as required in the

UGC and specifications. As necessary, Service Provider shall require revisions and resubmissions of Project close-out documents.

2.7.15 Review as-built drawings during the course of the Work to ensure that the drawings are being updated and are reasonably correct.

2.7.16 Within ninety (90) days after Substantial Completion, deliver to Owner the Record Drawings as required by Section 3.1 below.

ARTICLE 3 – DOCUMENTS

3.1 GENERAL.

3.1.1 All drawings shall be developed and maintained in accordance with Owner's CAD Standards (the "***CAD Standards Manual***") located online at http://www.uh.edu/plantops/departments/fpc/cad-standards/index.php. At the end of the Construction Documents Phase, Service Provider shall submit to the Owner a complete copy of the construction drawings in AutoCAD format and in accordance with the CADD Standards Manual.

3.1.2 Prior to submitting documents for Owner's review in the course of development in accordance with the requirements identified by Owner further to Section 1.2, Service Provider shall explicitly identify and discuss with Owner any and all deviations from the Design Guidelines. Any such deviations will not be incorporated into the Project's design unless and until Owner has expressly approved them in writing. Service Provider shall deliver to Owner a complete, bound hard-copy set of final Schematic Design Documents, Design Development Document and Construction Documents to Owner at the end of each phase.

3.1.3 Specifications shall follow the Construction Specifications Institute Master Format numbering system. The first page of each of Division shall be an index to that section. At least one copy of the specifications shall be submitted in loose, unbound, un-punched format, for ease of reproduction.

3.2 RECORD DRAWINGS. 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**.

3.3 USE OF DOCUMENTS. All Construction Documents are deemed to be instruments of service and Service Provider shall retain ownership to such documents, subject to the following provisions of this Section 3.2

3.3.1 *License*. Owner shall be permitted at all phases and stages of each Project to retain copies, including reproducible copies and CADD copies, of the Construction Documents for information and reference in connection with Owner's use and occupancy of the

Project. Service Provider hereby grants Owner an irrevocable, fully paid-up, perpetual license and right to use the Construction Documents, including the originals thereof and the ideas and designs contained therein, for the purpose of completing the Project in the event this Agreement is terminated or modified to limit the scope of the Services. This license will survive the termination or expiration of this Agreement. If this Agreement expires, is terminated or limited in scope, Service Provider hereby expressly consents to the employment by Owner of a substitute Service Provider to complete the Services under this Agreement, with the substitute Service Provider having all of the rights and privileges of the original Service Provider.

3.3.2 *Ownership*. Upon Owner's final payment for Services performed by Service Provider with respect to a Project, the Construction Documents for such Project shall become the property of Owner to the extent allowed by Applicable Law. Owner may utilize any or all of the Construction Documents for the repair, completion, maintenance, modification, expansion or renovation of the Project. Owner understands that the Construction Documents may be inappropriate for use in the construction of any other project. Service Provider shall not be responsible for the use or workability of the Construction Documents in connection with any project other than the Project and in event of their use in connection with any other project, Owner shall remove Service Provider's seal, the seal of any other designers and any reference to Service Provider and other designers from such documents.

3.3.3 *Required Disclosures*. Submission or distribution of any or all of the Construction Documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Service Provider's rights.

3.3.4 *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, etc., and attend meetings, prepare reports and submit data for approval, as required by the agency involved.

3.4 REPLACEMENT. If any of the plans, specifications and other design and Construction Documents or other work materials produced or used by Service Provider pursuant to this Agreement are damaged or destroyed by fire or other casualty, Service Provider shall prepare and provide Owner with new copies of any such documents or materials, at no additional cost to Owner.

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. 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. Except to the extent required as part of Basic Services, the following services, if requested by Owner's Designated Representative in writing, are Additional Services:

4.2.1 Prepare a comprehensive Facility Program.

4.2.2 Provide financial feasibility or other special studies other than as they relate to energy conservation and guaranteed savings, or the cost of the Project.

4.2.3 Provide planning surveys, Site evaluations, environmental studies or comparative studies of prospective sites for the Project.

4.2.4 Provide services related to future facilities, systems and equipment, including but not limited to, information technology, which are not intended to be incorporated during the Construction Administration Phase.

4.2.5 Make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by Owner.

4.2.6 Coordinate Work performed by Owner's separate contractors or by Owner's own forces.

4.2.7 Provide Services for planning tenant or rental spaces.

4.2.8 Revise all or any of the Construction Documents when such revisions are inconsistent with written approvals or instructions previously given by Owner or due to changes approved by Owner and not due to errors or omissions of Service Provider.

4.2.9 Revise drawings, specifications or other documents because of unforeseeable enactment or revision of Applicable Laws subsequent to the preparation of such drawings, specifications or other documents.

4.2.10 Investigate, survey, value, inventory or make detailed appraisal of existing facilities, except as necessary or appropriate for the performance of Basic Services.

4.2.11 In the event fire or other casualty not caused in whole or in part by Contractor (including its subcontractors, agents, representatives and vendors) damages all or any portion of the Work during construction, consult with Owner concerning replacement of such damaged Work, and furnish services as may be required in connection with the replacement of such Work.

4.2.12 Provide Services to Owner after Final Payment or expiration of the Warranty (as defined in the UGC), whichever is later.

4.2.13 Appear as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding. In this context, Service Provider's reasonable preparation for such appearance shall also be billed as part of the Additional Service.

4.2.14 Retain a Hazardous Material Abatement Consultant to provide hazardous material abatement expertise (including, but not limited to, asbestos and lead) from the Schematic Design Phase through the Construction Administration Phase of the Project. Any Hazardous Material Abatement Consultant retained by Service Provider shall be a Consultant for all purposes under this Agreement

4.2.15 Service Provider shall select the Hazardous Material Abatement Consultant on the basis of competence and qualifications pursuant to *Texas Education Code* Section 51.780(f)(1)

from a list of approved consultants provided by Owner. Consultant shall review Owner provided surveys, make recommendations regarding the need for additional surveys, develop design and cost alternatives for hazardous material abatement, prepare plans and specifications to include abatement in the general construction scope of work, provide a licensed individual to monitor hazardous material removal as required by State and EPA guidelines, and prepare a final abatement report. Service Provider shall provide Owner with a written itemized cost proposal to provide Hazardous Material Abatement Consulting services, including coordination of Service Provider. Hazardous Materials Abatement insurance shall be provided by Service Provider and coverage for this service will not be included in any Owner provided insurance program.

4.2.16 Provide commissioning services conforming with U.S. Green Building Council criteria.

4.2.17 If Owner elects to pursue LEED certification, registration and documentation for the Project, design the Project to meet or exceed LEED Silver certification requirements, including any energy modeling and/or daylighting studies, as established by the United States Green Building Council (the "***USGBC***"). The LEED Green Building Rating System and other similar environmental guidelines (collectively "***LEED***") employs strategies aimed at improving performance across all the metrics that measure building performance, including energy savings, water efficiency, carbon dioxide (CO_2) emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impact. In addressing these guidelines, Service Provider shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of Service Provider's profession involved in the design of similar projects in the same locale as the Project. Service Provider shall submit to Owner for reimbursement as Reimbursable Expenses all fees required by the USGBC to certify, register and document the Project.

4.2.18 Retain reputable, qualified expert consultants for any of the following:

- Furniture, Furnishings and Equipment Design
- Cost Estimating Services
- Security Planning Services
- Feasibility Studies
- Traffic Studies and Traffic Control Planning
- Commercial Kitchen Design
- Laboratory Equipment Planning Services
- Lighting Design

When retained by Service Provider, each such expert shall be a Consultant for all purposes under this Agreement.

4.2.19 If instructed by owner to retain a consultant for cost estimating, the consultant shall prepare, and Service Provider shall submit, detailed construction cost estimates in a form acceptable to Owner following the Construction Specifications Institute Master Format ("***Construction Cost Estimates***"). Updated construction cost estimates shall be included with the plans and specifications submitted by Service Provider to Owner for review at (a) completion of the Design Development Phase, (b) completion of the Construction Documents Phase of each Project (collectively, the "***Submission Schedule***"). If the Construction Cost Estimate exceeds the Construction Cost Limitation for the Project at any time, Service Provider shall advise Owner of any adjustments to the Project scope necessary to align the cost estimate and the project budget with the established Construction Cost Limitation and revise the Design Development Documents as may be

required. However, Owner at its sole and absolute discretion will determine whether to increase the Construction Cost Limitation or require Service Provider to revise the Project scope or quality to comply with the Construction Cost Limitation; if Owner elects to require Service Provider to make such revisions, Service Provider will do so at no additional cost to Owner. Reductions in Project scope or quality are subject to Owner's review and approval.

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

4.3.1 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.