CONSTRUCTION AUDITING 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 high 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 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, 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, 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.

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

1.1.3 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.

1.1.4 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 SERVICES.

1.2.1 General. The scope of the audits will include, but may not be limited to review and evaluation of all project costs, including pay applications, change proposals, change orders, subcontracts, and all other supporting records to ensure that no project costs have been overstated and that all project costs are properly reimbursable.

1.2.2 Frequency of Services. The level of services requested will vary from project to project, but in general, it is expected, but not guaranteed, that all construction contracts

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having a value of $10,000,000 or higher will require audits at both the midpoint and end of construction.

In the case of a Project using a Construction Manager At-Risk contract, Owner may also request an evaluation of the contractor's Guaranteed Maximum Price (GMP) proposal prior to Owner's acceptance to same. The GMP proposal review shall consist of reviewing assumptions, exclusions, proposed insurance rates, subcontractor qualifications, labor burden percentages, and compatibility with contract terms and conditions. The Service Provider will not be asked to review the proposed cost of the various components of the work.

1.2.3 Reports. Service Provider will submit to the Owner Contact a preliminary report at the midpoint of construction, a final report at end of construction, and, when requested, an evaluation of the contractor's GMP proposal(s). Reports shall consist of verification of accuracy, in compliance with the contract terms, of all project costs incurred by the general contractor, of all change order costs, of reconciliation of all alternates and allowances, of credits and/or savings due to Owner, and of proper math and methods used by the contractor in his contract administration. The final report shall also incorporate all resolutions and Owner comments and instructions as consistent with Service Provider's professional judgement and responsibilities with respect to the Services.

1.2.4 Schedule of Services. Service Provider will prepare and submit to Owner as part of each Project Proposal a schedule for the performance of Service Provider's Services that shows the time frames, in relation to the contractor's Construction Phase Schedule, 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, the Schedule shall not be delayed by Service Provider, except for reasonable cause as approved by Owner in writing, in Owner's sole discretion. If Service Provider determines that the Schedule should be adjusted at any point prior to commencement of a Project, then Service Provider will submit to Owner a revised Schedule, an explanation of the change(s) and the reason(s) for the change(s) for Owner's prior written approval. If approved by Owner, the revised Schedule will replace the prior Schedule for all purposes under this Agreement for such Project.

ARTICLE 2 – DOCUMENTS

2.1 DOCUMENT FORMAT.

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

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

2.1.1.2. 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.

2.2 USE OF DOCUMENTS. Construction auditing reports prepared pursuant to this Agreement are deemed to be instruments of service and Service Provider will 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 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 will 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 - STATE AUDITOR'S OFFICE AUTHORITY

3.1 COOPERATION WITH STATE AUDITOR'S OFFICE. The Service Provider understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The Service Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested, as it relates to the Service Provider's receipt of said funds. The Service Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards.

3.2 COMPONENT AUDITOR RESPONSIBILITY. The Service Provider understands that the State Auditor's Office may opt to rely on the work of the Service Provider to support the State Auditor's Office's opinion on the Comprehensive Annual Financial Report for the State of Texas, and the Service Provider agrees to cooperate with the State Auditor's Office in a joint effort to comply with American Institute of Certified Public Accountants standard AU-C 600, Special Considerations-Audits of Group Financial Statements (Including the Work of Component Auditors). The Service Provider agrees that the State Auditor's Office is serving in the capacity of the group engagement auditor. As a component auditor, the Service Provider agrees to provide to the State Auditor's Office information necessary to facilitate determinations regarding the Service Provider's understanding and compliance with ethical requirements and professional competence.