ROOF INSPECTION 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, 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/Suppplemental_general_special_conditions.pdf.

1.1.1.2. 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.

1.1.1.3. The current Contracted Roof Maintenance Guidelines which will be made available through the Facilities Project Manager.

1.1.1.4. 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, 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.

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

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

1.1.5 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.

1.1.6 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.

1.2 ROOF INSPECTION SERVICES.

1.2.1 Current Conditions: The campus of the University of Houston located at 4800 Calhoun Road Houston, TX 77204 has over 105 buildings. Ages of buildings range from recently built to over 75 years old. Building usage types include research labs, office space, classrooms, student housing, warehouses, and auxiliary functions. Facilities' height range from single story to 18 stories. Roofs are between new construction and more than 20 years of age, and over 42 were replaced post-Hurricane Ike. Roof types include, but are not limited to:

- Modified Bitumen
- Hybrid Fully Adhered Single Ply
- GAF- Thermoplastic Overlay (TPO)
- PVC Roofing
- Clay tile with underlayment
- Cold Tar Pitch
- Asphalt shingles
- Fiberglass shingles
- Copper-roof system
- Standing Seamed Metal
- Concrete (Parking Garages)
- Glass (Greenhouse)

1.2.2 Services include but are not limited to:

- Semi-annual review of campus roofs. Service Provider shall conduct a site walk of the campus buildings semi-annually to inspect and evaluate roofs for any and all necessary repairs, maintenance or improvement that may be required.

- In the event that an interior leak or staining has been reported, Facilities Services will require an interior inspection as part of the evaluation. Following the inspection and evaluation, a written/digital report including photographic evidence must be created incorporating the data categories appearing in Exhibit F, Roof Inspection Checklist, as well as a detailed description of how to resolve the issue and an estimated cost.

- Upon completion of report, Service Provider shall review Owner's Roof Asset Management database and update any assessments of remaining roof life, scheduled maintenance events, and repair priorities.

- Upon receipt of Project Agreement, Service Provider shall investigate leaks by means of water, infrared, or other non-destructive testing method as approved by Owner in the Project Agreement. On occasion Owner may authorize destructive testing.

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.

ARTICLE 2 – DOCUMENTS

2.1 EVALUATION REPORT.

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, 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. 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 shall not be considered a 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 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 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 Roofing Installation Project Management and Construction Administration

3.2.2 Litigation support and expert witness

3.2.3 Insurance claims support

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 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.