

# AGREEMENT FOR SERVICES

AGREEMENT made this day of ,2004, at Houston, Texas, between \_\_\_\_\_, (the "Client") and Infinity Texas Development, LC., located at 500 Spring Hill Drive, Suite 240, Montgomery County, Spring, Texas 77386 (the "Project Manager").

## Recitals

**WHEREAS**, The Client is engaged in the business of \_\_\_\_\_ and has its principal place of business located at \_\_\_\_\_ .

**WHEREAS**, The Client desires to engage the services of the Project Manager, as an agent and not as an employee, to assist in the project and to render certain services on the terms and conditions provided in this Agreement.

**NOW THEREFORE**, the Client engages the services of the Project Manager, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Section 1. Term.** This Agreement shall be effective commencing on the \_\_\_\_\_ of \_\_\_\_\_, and shall continue in effect until completion of the project or until either party has terminated it by giving to the other party written notice as hereinafter defined.

**Section 2. Services.** The Project Manager shall perform those services more particularly defined on Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

**Section 3. Use of Agents or Assistants.** To the extent reasonably necessary for the Project Manager to perform its duties under this Agreement, the Project Manager shall be authorized to engage the services of any agents, assistants, persons, or corporations that it may deem proper to aid or assist in the proper performance of its duties provided Project Manager gets the prior written approval of the terms and conditions of such Agent by the Client.

Client agrees to pay all costs and expenses associated for the Project Manager to engage the services of any agents, assistants, persons, or corporation. The Client must first approve in writing any additional expenses and/or costs that the Project Manager may incur as a result of performing its duties under this agreement in writing; otherwise, Client is not obligated for any such non approved cost and Project Manager will indemnify Client against any non approved cost.

**Section 4. Fee.** For services to be rendered under this Agreement, the Project Manager shall be entitled to a fee as follows:

Move Coordination:

Furniture Coordination:

Construction Management:

Client agrees to pay Infinity Texas Development, Inc. its fee monthly and within 10 days upon receipt of invoice for such work completed based on the percentage of completion of the project each month.

In addition, the Project Manager shall be entitled to reimbursement for expenses incurred during the term of this Agreement that are incurred in the direct performance of its duties described herein, payable on presentation of a statement of the amount of such expenses to the Client. Reimbursement expenditures shall consist of the following:

Should the Client require additional services not included in this Agreement, the Project Manager shall receive a fee of **\$125.00 per hour** for such additional services or the fee for any such services shall be negotiated and paid separately.

**Section 5. Performance of Services.** The Project Manager shall devote such time as is reasonably necessary for a satisfactory performance of its duties under this Agreement. Should the Client require additional services not included under this agreement, the Project Manager shall make a reasonable effort to fit such additional services into its time schedule without decreasing the effectiveness of performance of duties required under this Agreement. However, the availability of additional services is subject to the provisions for additional fees for additional services as discussed in Section 4, above.

**Section 6. Termination of Services.** Should the Client at any time become dissatisfied with the Project Manger's performance under this Agreement, or should Project Manager become unable to satisfy Client's expectations or the scope of services defined herein, either party may terminate this Agreement immediately by giving Ten (10) days notice in writing to the other party.

**Section 7. Limitation of Liability.** The parties agree that the Client and the Project Manager will not be liable to each other or any third party for injury, cause of action, loss, damage or claim against any third party, the Client, Client's business or property, arising out of, or occasioned by, directly or indirectly, the failure or defectiveness of any item or service furnished by any third party, including all cases in which the defect, error, omission, or the resultant injury results from, the design, manufacture, marketing, distribution, or operation of any item or by the services provided under separate contracts and supervised under this Agreement.

It is the expressed intention of the Client and the Project Manager that this section is designed and intended to protect each party from the consequences of negligent acts of third parties and defects in the design, manufacture, marketing, distribution, or operation or construction of improvements which are supervised under the terms of this Agreement.

**Section 8. Indemnification.** The Project Manager shall not be liable or responsible for, and shall be saved and held harmless by Client from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Client under this Agreement.

The Client shall not be liable or responsible for, and shall be saved and held harmless by the Project Manager from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of the Project Manager under this Agreement.

**Section 9. Notices.** Any notices to be given under this agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraph of this agreement, but each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

**Section 10. Entire Agreement.** This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

**Section 11. Successors and Assigns.** Subject to the provisions regarding assignment, this agreement shall be binding on and insure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**Section 12. Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**Section 13. Governing Law.** The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

**Section 14. Amendment.** This agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached to and incorporated in this Agreement.

**Section 15. Legal Construction.** In the event that anyone or more of the provisions contained in *this* agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Executed on the day and year first above written.

**INFINITY TEXAS  
DEVELOPMENT, INC.**

By: \_\_\_\_\_ [signature]

David M. Antoniono Name  
President Title

<COMPANY NAME>

By: \_\_\_\_\_ [signature]

\_\_\_\_\_ Name  
\_\_\_\_\_ Title

# EXHIBIT "A" SCOPE OF SERVICES

## CONSTRUCTION MANAGEMENT

### • **Pre-Construction Services -CONSTRUCTION MANAGEMENT: PHASE I**

- Assist Client in the development of a Project Team and each team members roles and responsibilities,
- Recommend and interview Architects,
- Identify with Client representatives all necessary consulting services and vendors (i.e., Architect, Engineer, General Contractors, Security, Art, Sound, etc., Landlord, Broker and other Landlord representatives) and outline their roles and responsibilities,
- Provide a single point of contact for all service providers and vendors,
- Coordinate with Client's critical service providers to ensure delivery and/or relocation of those critical services for a seamless transition,
- Develop and present preliminary budget and schedule,
- Coordinate with Architect and Client to develop Pricing Plan Notes,
- Solicit Preliminary Pricing,
- Provide value-engineering suggestions,
- Update project budget and schedule for Client,
- Review Work Letter and Tenant Improvement guidelines, provide input and recommendations to Client and Brokers,
- Manage Construction Document development,
- Engage necessary consultants to complete CD's,
- Review CD's/provide comments prior to issuing for bid,
- Submit plans to Client/Landlord for approval,
- Conduct Pre-Bid Meeting, submit plans and bid guidelines to qualified General Contractors for competitive bid,
- Review/qualify and approve all subcontractors,
- Present bids and schedule to Client and Landlord for final approval,
- Review and negotiate construction contracts for Client's review,
- Finalize and have contract executed by Client,
- Have schedule approved by Client;

### • **Construction Services -CONSTRUCTION MANAGEMENT: PHASE II**

- Conduct weekly Project Meetings with Project Team/Support Groups,
- Provide weekly Project Meeting Minutes and circulate to Team, if appropriate, or set up weekly action list, or weekly agenda (whichever is more appropriate),
- Resolve issues that may arise promptly,
- Review all related costs, ensuring all payments are properly and correctly managed, including a cost reconciliation with Landlord;

## **CONSTRUCTION MANAGEMENT -Continued**

- **Post-Construction Services -CONSTRUCTION MANAGEMENT: PHASE III**

- Manage Project Close-Out Documentation/Warranty Information,
- Schedule and ensure all issues are addressed promptly
- Provide close-out recap expense statement to Client and Landlord

## **FURNITURE COORDINATION**

### **• FURNITURE COORDINATION: With IT/Telecom Component**

- Evaluate Client furniture requirement and IT requirements,
- Develop preliminary budget and schedule,
- Review Client furniture plan and communication plan, assist in developing plan with Architect, Client and Support Groups,
- Provide Client information regarding furniture market and how this integrates with communications and power,
- Based on Client's needs, develop preliminary budget and schedule,
- Inventory Client's existing furniture to be coordinated in move,
- Evaluate Client's existing phone and computer equipment,
- Review current agreements regarding phones, computer and copier equipment,
- Assist Client with disposal of any existing furniture,
- Evaluate Client's filing needs,
- Coordinate file purging if required,
- Solicit pricing and scheduling from furniture vendors,
- Present qualified pricing and scheduling to Client,
- Finalize schedule and budget,
- Ensure all furniture is delivered and installed as previously outlined,
- Provide punchlist and ensure all product warranties are in place,
- Ensure that punchlist is completed and executed;

### **• FURNITURE COORDINATION: Without IT/Telecom Component**

- Evaluate Client furniture requirements,
- Review Client furniture plan with Architect when available,
- Develop conceptual plan with Client if not provided by Architect,
- Provide Client information regarding the furniture market,
- Develop preliminary budget and schedule,
- Inventory Client's existing furniture to be coordinated in move,
- Assist Client with disposal of any existing furniture,
- Evaluate Client's filing needs,
- Coordinate file purging if required,
- Solicit pricing and scheduling from furniture vendors,
- Present qualified pricing and scheduling to Client,
- Finalize schedule and budget,
- Ensure all furniture is delivered and installed as previously outlined,
- Provide punchlist and ensure all product warranties are in place,
- Ensure that punchlist is completed and executed;

## **IT/TELECOM COORDINATION**

### **• IT/TELECOM COORDINATION**

#### **Pre-Construction –IT/TELECOM COORDINATION: Phase I**

- o Evaluate Client Requirements and Resources
- o Facility Survey/ System Inventory
- o Assemble and Interview Vendors/Consultants, if required
- o Review Preliminary Planning! Budgeting! Scheduling
- o Manage Design Development
- o Review CD's and Finalize with Client
- o Solicit Competitive Bids
- o Negotiate/ Finalize Contracts

#### **Construction -IT/TELECOM COORDINATION: Phase II**

- o Manage and Report the progression in weekly Project Meetings
- o Maintain Schedule and Quality ..
- o Resolve issues that may arise promptly
- o Review and manage payment process

#### **Post-Construction -IT/TELECOM COORDINATION: Phase III**

- o Manage Punch List Timely· Closure
- o Ensure accurate as-builts documentation
- o Manage Final Payment Closeout

## **MOVE COORDINATION**

### **• MOVE COORDINATION**

#### **Pre Construction -MOVE COORDINATION: PHASE I**

- o Evaluate Client Requirements and Resources
- o Facility / Facilities Survey
- o Engage any Necessary Consultants (i.e., structural, filing, furniture, etc.)
- o Furnish Preliminary Planning/ Budgeting/ Scheduling
- o Coordinate (w) Client Departments if required
- o Coordinate Scheduling of File Purging, etc
- o Conduct Pre-Bid Move Instructions
- o Solicit Competitive Bids
- o Present move pricing to client and confirm schedule requirements
- o Negotiate and Finalize Contracts

#### **Construction -MOVE COORDINATION: Phase II**

- o Conduct Move Training
- o Manage On-Site Move
- o Coordinate Move Schedule with other Vendors if Required

#### **Post Construction -MOVE COORDINATION: Phase III**

- o Identify/Qualify and Complete Closure on any Claims via Insurance or Mover
- o Manage Final Payment Process

# DESIGN DEVELOPMENT SERVICES

## *Phase 1-Programming-(Project Requirements)*

- 1.1 Meet with **Client** to establish team responsibilities, methods of approval, project procedures and schedule requirements.
- 1.2 Consult with **Client** to determine the criteria and objectives regarding design quality and Client's budget for the Project.
- 1.3 Tour **Client's** existing space(s) and review the space allocations and operational aspects that may affect the Project.
- 1.4 Conduct Interviews with **Client** to obtain information regarding space usage, projected growth or organizational changes, including:
  - a) Size and Function of Departments
  - b) Document Space Use by Department.
  - c) Requirements for Offices, Support Staff (i.e., secretarial, clerical, managerial and professional)
  - d) Requirements for Common Use Areas (i.e., Conference, Restrooms, Break Rooms, Storage and Files)
  - e) Relationship Diagrams (i.e., relationships among various groups affecting workflow and communications.
  - f) Qualitative Analysis of Client's expectations.
- 1.5 Present a summary of the above information to **Client** for review and approval.

## *Phase 2-Schematic Design-(Building Evaluation and Space Planning)*

- 2.1 Audit/ Evaluate current premises as is relevant to properly evaluate and price current and alternative buildings.
- 2.2 Analyze and provide a report at the \_\_\_\_\_
  - a) Rentable/useable area ratio study.
  - b) Window module, column spacing, lease depth and floor plate efficiency analysis based upon Client's programmatic requirements.
  - c) Heating, ventilation, and air conditioning (HVAC) system Including efficiency and capacity of system, after hours capabilities and zone flexibility.
  - d) Electrical Power Availability e) Comparison of Building Standard Finishes and Shell Condition.
  - f) Life Safety Issues
  - g) Structural Loading Capabilities.

## ***Phase 2-Schematic Design-(Building Evaluation and Space Planning) Continued...***

- 2.3 During this phase provide a Preliminary Budget Estimate and Preliminary Schedule for the proposed work to be performed.
- 2.4 Expose Code Compliance Issues and work findings into Space Plan
- 2.5 Develop Preliminary Space Plan for the (1) building of preference. The plan will indicate the basic dimensions of critical areas.
- 2.6 Develop quality and quantity of finishes.

**A limit of 2 Revisions to Preliminary Space Plan will be included in this proposal. A Signed Work Authorization will be required for additional Preliminary Space Plans.**

**The Client will be required to Sign the Space Plan acknowledging the plan's approval. This will be termed as the Approved Space Plan and is necessary prior to Design Development.**

## ***Phase 3-Design Development***

- 3.1 Further develop the approved space plans and Schematic Interior Design and prepare a Design Development presentation consisting of:
  - a) Partition, furniture and equipment layouts including personnel locations for the general offices and other special areas.
  - b) Reflected Ceiling, electrical and telephone criteria, and HVAC coordination for layouts.
  - c) Design drawings illustrating the general construction, special area treatments and feature designs.
  - d) Recommendations for interior finish selections.
- 3.2 Consult with selected general contractor(s) to develop preliminary pricing. Document the general type, quality and unit costs for furnishings proposed for the Project.
- 3.3 Present the Design Development and preliminary price estimates to CLIENT for review and written approval.
- 3.4 Provide coordination with the appropriate consultants (Mechanical, Electrical and Plumbing Engineers, Cabling, structural, lighting and acoustics).

## ***Phase 4-Construction Documents***

- 4.1 Based on an Approved Design Development Package, Infinity Texas Development, Inc. will prepare construction documents for interior construction of the client occupied areas. These documents will include:
  - a. Demolition Plan (if required-based on selected building).
  - b. Final Dimensioned Partition planes) fixing the location and type of construction for all partitions, doors, frames and hardware.
  - c. Reflected ceiling planes) with ceiling types(s) and the location of all BVAC devices and light fixtures and switches.
  - d. Finish planes) including schedules and specifications documents type and location of all paint, wall covering, floor covering and special finishes.
  - e. Electrical and telephone planes) showing the location of all outlets for power, telephone and electrical communications.
  - f. Elevations and details as required.
  - g. Detailed drawings and specifications for millwork and cabinetwork required by the contract for construction.
  
- 4.2 Provide the Mechanical, Electrical and Plumbing Engineer with the design intent and requirements for lighting, heating, ventilating, air conditioning, electrical and plumbing requirements necessitated by the space plan.
- 4.3 Assist and advise the Client in the procurement and analysis of cost quoted bids and or proposal for the General Contractor and Subcontractor.