



PROPOSAL FOR A/E SERVICES

Tomball EDC

Conceptual Design for Live Oak Business Park



EGO-FREE ARCHITECTURE:

Method Architecture is a uniquely ego-free architecture firm, committed to a systematic creative process that focuses on clients and their needs first and foremost. Operating with the flexibility of a small firm, but with a big reach, Method is a full-service architecture firm specializing in tenant finish and ground-up projects encompassing industrial, retail, office, breweries, public and more.

PROJECT TYPES

Our teams have worked on a wide range of project types from tilt-wall distribution centers and mixed use retail developments to breweries and distilleries. This diverse knowledge base allows us to incorporate aspects from other project types to create truly, unique designs.



INDUSTRIAL



EDUCATION



CORPORATE INTERIORS



RETAIL



BREWERIES DISTILLERIES



HEALTHCARE



SPORTS + FITNESS



COMMUNITY

OFFICE LOCATIONS

HOUSTON

2118 Lamar Street
Suite 200
Houston, TX 77003
713.842.7500

AUSTIN

2921 E. 17th St. Unit B
Suite 200
Austin, TX 78702
512.478.0970

DALLAS

1919 McKinney Ave
Suite 2011
Dallas, TX 75201
214.720.8980

AWARDS + CERTIFICATIONS



Method Architecture is a certified Historically Underutilized Business with the State of Texas.

FIRM LEADERSHIP



RAYBURN "JAKE" DONALDSON, AIA
MANAGING PARTNER

As the firm's Managing Partner and Houston market leader, Jake provides strategic, executive, and financial leadership while managing 3+ million square feet of ground-up projects per year as well as the firm's tenant interiors division. Jake's expertise spans across a wide variety of project types including mixed-use retail, industrial, and breweries. He takes a hands-on approach and is dedicated to fast turnaround and quality customer service.

JDonaldson@methodarchitecture.com
HTX 713.842.7500 ext. 103



ERIC HUDSON, AIA
PARTNER

Firm partner and Austin market leader, Eric Hudson, is responsible for managing an extensive variety of projects ranging from boutique interior build-outs to large scale, ground-up construction within the corporate, industrial, retail, public, and education sectors. His passion for design and attention to detail combined with a dedication to customer service has built his recipe for successful projects.

EHudson@methodarchitecture.com
HTX 713.842.7500 ext.104 | **ATX** 512.478.0970



KEITH HOLLEY, AIA
PARTNER

As a firm partner and the Dallas market leader, Keith Holley is responsible for overseeing the work for some of the firm's largest clients and complex projects, including office and industrial business parks, build-to-suits and brewery projects. Keith's approach & technical knowledge in an array of building code administration & construction techniques has proven invaluable toward the successful completion of hundreds of ground up and interior projects.

KHolley@methodarchitecture.com
HTX 713.842.7500 ext.102 | **DTX** 469.640.6329

January 7, 2021

Kelly Violette, CEcD, PCED, AICP
Executive Director
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

RE: Tomball EDC – Concept Design for Live Oak BP
5-6 acres site
Harris County, Texas

Dear Kelly Violette,

Method Architecture, PLLC (“Method” or “Method Architecture”) is pleased to submit this letter agreement (the “Agreement”) to Tomball Economic Development Corporation (the “Client” or the “Owner”) to provide architectural for the above-referenced project.

Project Agreement

1 Project Understanding

Based on preliminary information provided by the Client, our understanding of the project scope is: The concept design and master planning for a redevelopment of an existing light industrial business park, located in Harris County Texas (the “Project”). To meet the anticipated needs of the Project we have included a Scope of Services & Exclusions, Fee Proposal, and Method’s standard project terms for the Client’s review and approval.



2 Scope of Services

2.1 Architectural Services

- Programming
 - Analysis of desired occupancies
 - Phasing
- Master Planning
 - New building sizes and locations, connections to existing and adjacent
 - Parking and code analysis
- Landscape Design
 - Illustrative plan and diagrams
 - Character of development
- Concept Design
 - Exterior façade remodels and new building aesthetics
 - 3D modeling and illustrative perspectives
- Two (2) meetings during design phase
- Up to Two (2) revisions during Master Planning phase
- Up to Two (2) revisions during Concept Design phase
- Two (2) Photorealistic marketing images

3 Exclusions

The following services are excluded from the Project's Scope of Services:

3.1 Architectural and Interior Design Services

- Field Verification or As-Built Measuring
- High Pile / HAZMAT Storage Drawings
- Furniture/ Equipment Drawings
- Data/ Phone/ Security Drawings
- Specification Manual
- Additional Revisions
- Scope Changes
- Physical Finish Board

3.2 All Engineering Services

- Civil, structural and MEP engineering
- Geotechnical Investigation/Soils Report
- Environmental Phase I & II Investigation
- Site Boundary and Topographic Surveys
- Tree Survey or Tree Mitigation Plan
- Platting or Replatting
- Well/Septic Design
- Traffic Impact Analysis
- Off-Site Civil Site Design
- ROW/Public Civil Design
- Flood Plain Mitigation Plan
- Wetlands Mitigation Plan
- Underground Detention Design
- PEMB Engineering and Drawings
- Overhead Crane Design
- Fire Protection Engineering
- Fire Alarm/ Sprinkler Design
- Engineered Rack Drawings
- Windstorm Inspection
- Generator Design

3.3 Permitting

- City Permit Meetings
- Variance Applications
- ARC or HOA Review Fees
- Local Jurisdiction Permit Fees
- Utility Letters and Capacity Fees
- Utility Connection/Tap Fees

3.4 Construction Phase Services

- Cost Estimating
- Bidding Process
- Compile Close Out Documents
- Compile Final As-Built Plans
- Construction Management Services
- Construction Materials Testing (CMT)
- Inspection Fees

3.5 Sustainability

- USGBC Registration
- LEED Certification
- Energy Modeling
- Commissioning

3.6 Specialty Services

- Graphic Design
- Branding and Logo Design
- Signage and Wayfinding Design
- Marketing and Leasing Packages
- Virtual Reality Walkthrough
- 3D Aerial Flythrough
- Custom Artwork and Light Fixture Design

4 Fee Proposal

4.1 Fee Breakdown for Scope of Services

Masterplanning	\$ 1,500.00
Programming	\$ 2,500.00
Landscape Design	\$ 3,600.00
Concept Design Design	\$ 7,400.00
Total Proposed Fee:	\$ 15,000.00

4.2 Optional Supplemental Services

4.3 Reimbursable Expenses and Permitting Assistance

Reimbursable expenses are in addition to the Total Proposed Fee and billed at cost + 20%. Reimbursable expenses include expenditures for travel, printing supply costs, postage, delivery, ADA plan review and inspection, TDLR registration, third-party energy inspection, permit expeditor, permit submission (hourly), and permit comment responses (hourly). Client authorizes Method to utilize a reimbursable allowance of \$1,000. Jurisdictional plan review, inspection fees, permit fees, and utility fees are not included in this allowance.

4.4 Additional Services

Services requested by the owner but not specifically listed in Scope of Services shall be considered Additional Services and will be billed at cost + 20%. Additional meetings, schemes, renderings, site visits, and shop drawing/submittal review will be billed per the Schedule of Hourly Fees.

4.5 Schedule of Hourly Fees

Designer I	\$120
Designer II	\$130
Designer III	\$160
Studio Manager	\$180
Principal	\$200

4.6 Billing Schedule

Notice to Proceed Payment	5%
Master Planning/Programming Phase	50%
Concept Design Completion	45%
Total	100%

4.7 Payment

Client shall compensate Method in accordance with each of the following sub provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If Client fails to make any payment due to Method under this agreement within 45 days after Method's transmittal of its invoice, Method may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If Client objects to an invoice, it must advise Method in writing giving its reasons within 14 days of receipt of the invoice, otherwise, Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If Client objects to only a portion of the invoice, payment for all other undisputed portions remains due within 30 days of initial receipt of the invoice.
- (c) The Client agrees that the payment to Method is not subject to any contingency or condition. The Architect may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Architect to collect additional amounts from the Client.
- (d) Payment shall be made by credit card, electronic draft, or by check to the following address:
Method Architecture, PLLC
2118 Lamar St., Suite 200
Houston, TX 77003

5 Standard Provisions

5.1 Client Responsibilities

In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions;
- (b) provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction;
- (c) provide to the Architect all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in Method's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which Method may rely;
- (d) arrange for access to the site and other private or public property as required for Method to provide its services;

- (e) review all documents and/or oral reports presented by Method and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Method;
- (f) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of Method's services;
- (g) cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require;
- (h) give prompt written notice to Method whenever the Client becomes aware of any development that may affect the scope, timing, and/or payment of Method's services, as well as any defect and/or noncompliance in any aspect of the project; and
- (i) bear all costs incidental to the aforementioned responsibilities of the Client.

5.2 Period of Services

Unless otherwise stated herein, Method will begin work timely after receipt of a properly executed copy of this Agreement and required Notice to Proceed payment. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Method does not control. If such delay or suspension extends for more than six (6) months (cumulatively), Method's compensation shall be renegotiated.

5.3 Use of Documents

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, which are prepared or revised by Method are related exclusively to the services described in this Agreement, and may be used only if Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by Client or others on extensions of this project or on any other project. Any modifications made by Client to any of Method's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Method will be at Client's sole risk and without liability to Method, and Client shall indemnify, defend and hold Method harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Method's electronic files and source code developed in the development of application code remain the property of Method and shall be provided to Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Method, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without Method's authorization, Client has 60 days to perform acceptance tests and to notify Method in writing of any issue, after which it shall be deemed to have accepted the data.

5.4 Opinions of Cost

Because Method does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Method cannot and does not guarantee that construction proposals, bids or actual costs will not vary from its opinions of cost. If Client wants greater assurance as to the amount of any cost, it shall employ an independent cost estimator at its own expense. To the extent that doing so leads Client to request a change in services in order to bring costs within a certain limitation, any such services will be considered Additional Services and paid separate and apart from the basic compensation.

5.5 Suspension

If Client fails to make payments due under this Agreement, Method may elect to suspend performance of services upon five (5) calendar days' notice to Client. Method shall have no liability whatsoever to Client for any costs or damages incurred as a result of suspension caused by Client's breach of this Agreement. If the Project is suspended, delayed, or abandoned for more than 90 days, Method may renegotiate or terminate this Contract.

5.6 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, Method shall have the right to immediately terminate this Agreement. In the event of any termination, Method shall be paid for all services rendered and expenses incurred to the date of termination, and other reasonable expenses incurred by Method as a result of such termination. If Method's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by Method, to the total amount of services which were to have been performed.

5.7 Standard of Care

The standard of care applicable to Architect's services will be the degree of care and skill exercised by reasonably competent architects performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Architect's undertaking herein or its performance of services.

5.8 Certifications

Method shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which Method does not have actual knowledge, or that would cause Method to violate rules of professional responsibility.

5.9 Construction Phase Services

- 1) If Method's services include the preparation of documents to be used for construction and Method is not retained to make periodic site visits, Client assumes all responsibility for interpretation of the documents and for construction observation, and Client waives any claims against Method in any way connected thereto.
- 2) If Method provides construction phase services, Method shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Method have any authority or responsibility to stop or direct the work of any contractor. Method neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- 3) Method is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods, that the contractor shall indemnify Client and Method for all claims and liability arising out of job site accidents, that the contractor is not an employee of nor under the control of Method, and that Client and Method shall be made additional insureds under the contractor's general liability insurance policy.

6 Intellectual Property

6.1 Image Release Agreement

The Client authorizes Method the nonexclusive license to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures, videos, images, information and renderings for this project (the "Project Works"). Method may use Project Works for any reasonable business purpose, including, but not limited to, promotional materials such as newsletters, flyers, posters, brochures, advertisements, annual reports, press kits and submissions to journalists, websites, social media channels and other print and digital communications, without payment or other consideration. All such uses of Project Works shall be property of Method. This license extends to all languages, media, formats and markets now known or hereafter devised. This license shall continue indefinitely, unless otherwise revoked by Method in writing. Client understands this license shall be binding upon its heirs, personal representatives, successors and assigns. Client certifies that the license granted herein does not violate any third-party rights or applicable laws and that he/she is of legal age, or if applicable, authorized to sign on behalf of the entity listed in this Agreement.

6.2 Confidentiality

During the course of the performance of both parties' obligations under this Agreement, each of the parties may become aware of confidential information of the other party. All business and technical information, whether in written or oral form and including, but not limited to technical know-how, specifications, data, and procedures, shall be received and retained by the parties and their employees, agents, and representatives as strictly confidential.

6.3 Ownership

Neither party shall acquire by virtue of this Agreement or the collaboration of the parties hereunder any right, title or interest in or to the confidential information or other intellectual property of the other party.

7 Indemnification

7.1 Dispute Resolution

In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association, as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one (1) year of the accrual of the cause of action asserted, but in no event later than allowed by applicable statutes.

7.2 Insurance

The Architect carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Architect to obtain increased insurance coverage, the Architect will take out such additional insurance, if obtainable, at the Client's expense.

7.3 Limitation of Liability

The limit of Method's liability (regardless of whether in contract, tort, negligence, strict liability or otherwise) to client or to any third party concerning performance or non-performance by Method, or in any manner related to this agreement, for any and all claims shall not exceed the total compensation received by Method for this project, or \$50,000, whichever is greater, by any reason or any act or omission including breach of contract or negligence. Under no circumstances shall Method be liable for punitive, exemplary, consequential or other indirect damages due to changed conditions.

7.4 Mutual Waiver of Consequential Damages

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits arising out of or relating to this Agreement.

8 Miscellaneous

8.1 Third-Party Beneficiaries; Assignment and Subcontracting

This Agreement shall be binding upon and inure to the benefit of only the parties and their respective successors and assigns. This Agreement shall not confer any rights or remedies upon any third-party beneficiaries or other persons who are not parties. Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Method, without the written consent of Method. Method reserves the right to augment its staff with subcontractor architects and designers as it deems appropriate due to project logistics, schedules, or market conditions.

8.2 Severability

In the event that any provision of this Agreement is ever finally determined to be wholly or partially illegal, invalid or unenforceable, either in all jurisdictions and circumstances or in particular jurisdictions or circumstances, such provision shall be deemed severed here from in those jurisdictions and circumstances as to which it is so determined to be wholly illegal, invalid or unenforceable and shall be deemed limited to the extent required in those jurisdictions and circumstances as to which it is so determined to be partially illegal, invalid or unenforceable, and such severance or limitation shall not affect the legality, validity or enforceability of any of the other provisions hereof or of such provision to the extent not so severed or limited.

8.3 Jurisdiction/Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. The sole exclusive and mandatory venue for any disputes arising from or concerning the Agreement shall be in the state or federal courts located in Harris County, Texas.

8.4 Amendment/Waiver

This Agreement may be amended by, and only by, a written instrument signed by both parties. Unless otherwise provided in this Agreement, no failure or delay on the part of either party in the exercise or enforcement of any of its rights under any provision hereof shall be deemed to constitute a waiver or other relinquishment of any of such rights or of such provision in the absence of a written waiver signed by such party. Any such written waiver shall be effective only with respect to the specific matters covered thereby and shall not affect the parties' respective rights and obligations with respect to other or future items.

8.5 Integration

This Agreement, including any exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all oral, written or other negotiations, warranties, representations, agreements and other understandings in regard thereto.

8.6 Signatures

Each individual executing this Agreement on behalf of a party hereby warrants and represents that he or she is authorized to so execute this Agreement, and that this Agreement therefore constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(Signature Page Follows)

In witness whereof, the parties have executed this Agreement as of the date hereof.

Accepted for Client:

By (signature): _____

Print Name: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Instructions: _____

Accepted for Method Architecture, PLLC:

By (signature): *Jackie Rye*

Print Name: Jackie Rye

Title: Associate Principal

Date: January 7, 2021