



ABEL
DESIGN
GROUP

February 13, 2023

Mike Feyen
Director of Facilities
Wharton County Junior College
911 E. Boling Hwy
Wharton, TX 77488

Dear Mike,

Thank you again for the opportunity to present our team for professional design and documentation services for the WCJC Richmond Campus Expansion Concept Design.

ADG provides an integrated team of design professionals and consultants to coordinate architecture, space planning, interior design, furniture coordination, project consultation, and construction administration services. ADG's integrated approach can create value and savings for the project and reduce the overall schedule, while maintaining the end goal of creating an efficient, well-designed, and usable end product.

In business for over 20 years, ADG has designed more than 14 million square feet for its clients, which range from start-ups to Fortune 500 companies. We have a strong history of meeting deadlines and budgets, with a focus on providing impactful and worry-free design solutions. As a result, more than 70% of our work is from repeat clients.

We are confident we can provide a talented, experienced, and nimble team that will exceed your expectations in executing a successful project. We emphasize the development of long-term relationships, and value flexibility, technical competence, and our associations with clients.

This document outlines the scope of work, typical services, and the associated fee structure. This proposal shall become the agreement and Abel Design Group, Ltd. will begin providing design services upon execution of this document by your office.

Sincerely,

Jeffrey Abel, Assoc. AIA, LEED AP
Managing Principal

This Agreement (“Agreement”) is between WCJC (“Client”) and Abel Design Group, Ltd. (“ADG”) for the following services. The Client and ADG agree as follows:

PROJECT DESCRIPTION

Project Scope:

Revise the concept design imagery from the Richmond design package dated 07.19.2016

1. All proposed floorplans to remain, no revisions to be made.
2. Rethink the Building Analysis on Page 04 per the design criteria set forth by the City of Richmond
3. Update renderings on Pages 5-6 to comply with the design criteria set forth by the City of Richmond

SUMMARY OF FEES

PHASES	%	TOTAL	COMMENTS
Concept Design	100	\$6,500.00	
TOTAL FEES		\$6,500.00	

REIMBURSABLE EXPENSES

Client shall pay all out-of-pocket expenses incurred by ADG relating to the project and shall be billed at cost plus 10% for administrative costs. Possible examples include TAS Submittals, reproduction costs, messenger service, postage and delivery fees, and travel expenses (prevailing government rate per mile). Requested consultants shall be billed at an actual cost plus 10% for administrative costs. These expenses are in addition to the professional services fees presented above

SCOPE OF BASIC SERVICES

Concept Design - (2) weeks

- General updates to the Richmond Campus Expansion design booklet
- Propose new building analysis and material design to client for approval
- Implement new materials and concepts into revised renderings
- Update Estimated Construction Budget

ADDITIONAL SERVICES

Any services desired by Client and not specifically outlined under Summary of Fees are considered Additional Services. Additional Services will be billed at the hourly billing rate of each professional involved times the number of hours worked. If the specific scope of services can be determined, a fee maximum will be established. Certain services may require the issuance of additional contracts.

HOURLY FEE SCHEDULE	
Principal	\$250.00
Associate Principal	\$210.00
Director	\$190.00
Designer	\$160.00

_____ Client Initials

Additional Services include, but are not limited to:

Project Scope / Schedule Revisions

- If the project scope or schedule initially agreed upon is exceeded or extended through no fault of ADG, compensation for the services provided during this extended period shall be considered Additional Services.

Chargeable Revisions

- Revisions to programming, drawings, schedules, design selections, specifications, cost estimates, or other documents when such revisions vary from original scope or are inconsistent with written or verbal instructions provided by the Client during the previous design or documentation phase.
- Preparing drawings, schedules, specifications, project data, cost estimates, and other services resulting from an adjusted project budget or schedule, including value engineering, and are due to causes beyond the control of ADG.

Enhanced Project Images

- Digital modeling and imaging for preparation of enhanced, rendered, or photorealistic project images.

Signage and Graphic Coordination or Design

- Coordination with third party graphic designer, fabricator, or installer.
- Design or consultation services regarding graphics package for approval and inclusion in documents.

As-Built/Record Drawings

- Drawings reflecting all on-site changes made to the original construction documents during construction.

TERMS AND CONDITIONS

See Exhibit A

APPROVAL

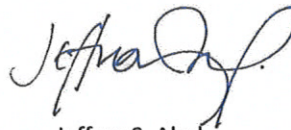
IN WITNESS WHEREOF, the parties have made and executed this Agreement.

COMPANY NAME

ABEL DESIGN GROUP, LTD.,
a Texas limited partnership

By: Abel Design Management, Inc.,
a Texas corporation,
its General Partner

By: _____



Printed Name: _____

By: Jeffrey S. Abel

Title: _____

Its: President

Date: _____

February 13, 2023

_____ Client Initials

EXHIBIT A - TERMS AND CONDITIONS

1. Definitions and General Provisions

Abel Design Group, Ltd. ("ADG") shall provide professional services described in the attached Agreement in accordance with these terms and conditions. Where a portion of one document is amended at a later date, all unmodified portions shall remain in effect. The terms "ADG" and "Client" include each party's authorized representatives, officers, directors, shareholders, and employees. This Agreement shall not create a contractual relationship or duty to any third party.

2. Client's Responsibilities

Client shall provide full information regarding the requirements for the Project, and ADG shall be entitled to rely upon the accuracy and completeness of such information. Upon request, Client shall provide information, drawings, specifications, and other documents that describe the existing utility services, build-out, and base building construction in or with which the Project is to be located. Client's decisions, approvals, and authorizations shall be provided promptly to meet mutually agreed upon project schedules.

3. Use of Documents and Data

The Drawings, Specifications, and other documents (collectively "Documents") and any computer tapes, disks, electronic data, or CAD files (collectively "Data") prepared by ADG are instruments of service and shall remain ADG's property. Upon completion of ADG's services and payment of all amounts due to ADG, Client may retain copies or reproductions of the Documents and/or Data for information and reference in connection with Client's use and occupancy of the completed Project. Client agrees to indemnify and hold ADG harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

4. Construction Phase

ADG shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the construction or work of any general contractor or subcontractor, nor shall ADG be responsible for a contractor's and/or subcontractor's failure to perform the work in accordance with the construction documents.

5. Claims and Disputes

Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The selection of the mediation service shall be acceptable to the parties, and the cost shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

ADG agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from and against all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of ADG, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees, to the fullest extent permitted by law, to indemnify and hold ADG harmless from and against all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

_____ Client Initials

6. Hazardous Materials

Client acknowledges that ADG has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

7. Payments to ADG

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by ADG and ADG's consultants in the interest of the Project, including, but not limited to: data communications, telecommunications, reproduction, shipping, handling, and delivery; mileage, tolls, cab fares, and parking; renderings, models, computer modeling, mock-ups, and photography; sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project; authorized out-of-town travel, including travel time, out-of-town living expenses, and long-distance communications; additional insurance coverage or limits requested by Client in excess of that normally provided by ADG and ADG's consultants. These reimbursable expenses shall be billed monthly at ADG's actual cost plus 10% administrative costs.

Progress payments for Basic and Additional Services and Reimbursable Expenses shall be billed monthly and are due and payable upon receipt of ADG's invoices. In compensation for hourly services, Client will be billed based on the hourly rates set forth in ADG's and ADG's consultants' standard rate schedules, which are subject to periodic adjustment. In compensation on a lump sum or percentage basis, Client will be billed monthly based on ADG's determination of the proportion of services completed through the billing period. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of ADG's invoice shall be assessed a service charge of one and one-half percent (1 ½%) per month.

8. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. Client's failure to make payments to ADG in accordance with this Agreement shall constitute substantial nonperformance and cause for termination or suspension. In the event of termination, ADG shall receive payment for services performed prior to termination, as well as for any reimbursable expenses or consultant expenses incurred, or for which ADG had become liable on or before the termination date.

9. Photography

ADG shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among ADG's promotional and professional materials, including its website. These materials shall not include any information that is considered confidential or proprietary by Client, if Client has notified ADG in writing of such confidential or proprietary information.

10. Miscellaneous

This Agreement shall be governed by the law of the State of Texas and venue for dispute resolution hereunder shall be Houston, Harris County, Texas. This Agreement represents the entire and integrated agreement between Client and ADG and supersedes all prior negotiations, representations, or agreements. The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects and interior designers in Texas.

_____ Client Initials