



Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.

Date of Board Meeting: May 16, 2023

Subject: Architectural Fees – Student Center Addition

Recommendation: Approve the agreement with Abel Design Group (ADG) to prepare the Conceptual Design Booklet for the Student Center Addition at a cost not to exceed \$20,000.00 with funds transferred from the Plant Repair and Replacement Fund

Background and Rationale: This agreement will allow ADG to prepare a conceptual design booklet in order to have materials suitable to present for fundraising activities. The booklet would include information on a possible 16,000 square foot building that would house the cafeteria, bookstore and have student space. It would include exterior and interior architectural designs, site plan, floor plan, aerial view, perspective views and pricing estimates. Information supplied in the booklet would be used as part of the schematic design phase of the project.

Cost and Budgetary Support: Not to exceed \$20,000.00 (\$17,750.25 + reimbursables) with funds transferred from the Plant Repair and Replacement Fund.

Strategic Priority Alignment:

☒ Student Success

☐ Community Impact

☒ Resource Optimization

☐ Institutional Excellence

Resource Person(s):

Betty A. McCrohan, President

Bryce D. Kocian, Vice President of Administrative Services

Signatures:

B. D. Kocian

Originator

04/18/2023

Date

B. D. Kocian

Cabinet-Level Supervisor

04/18/2023

Date

President's Approval:

Betty McCrohan

President

5-1-23

Date



March 27, 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 Wharton County Junior College New Student Center Concept Design Booklet for the Wharton Campus.

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 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

The proposed fees by phase described below are based on the approved WCJC programming:

1. New Student Center Concept Design Booklet
 - a. Approx. 16,000 SF
 - b. Exterior and interior architecture and design
 - c. Does not include IT department
 - d. Concept Design Booklet to include:
 - Program (already established with WCJC)
 - Site Plan
 - Floor Plan
 - Aerial Site View (similar to the Richmond project)
 - (2) Perspective Views of the New Student Center
 - Pricing Estimates
 - Coordination of printing booklets. Printing fees to be billed to Client as reimbursable expenses.

SUMMARY OF FEES

STUDENT CENTER	%	TOTAL	COMMENTS
Concept Design Booklet	100	\$17,750.25	
Schematic Design			Not included in this proposal
Design Development			Not included in this proposal
Construction Documents			Not included in this proposal
Bidding and Permitting			Not included in this proposal
Construction Administration			Not included in this proposal
TOTAL BASIC ARCHITECTURAL SERVICES		\$17,750.25	
Furniture Services		\$ 0.00	Fee provided upon request
Enhanced Project Images		\$ 0.00	Fee provided upon request
TOTAL ADDITIONAL SERVICES		\$ 0.00	

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. Please note the cost for the booklets and printing will be a reimbursable expense.

_____ Client Initials

SCOPE OF BASIC SERVICES

NEW STUDENT CENTER

Concept Design - (3) weeks

- Develop concept design booklet responding to the approved program.
- Review building code to determine the influence on exit corridor configurations and sequencing of space.
- Review existing campus layout to determine appropriate building location and pedestrian access.
- Introduce and discuss preliminary colors and materials options.
- Review concept plans with your team to make adjustments to layout, relationships, and flow based on your input.
- Create 3d models and perspectives to review for Client approval
- Make final revisions, if any, to the concept design booklet

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	\$225.00	LEED AP	\$130.00
Associate Principal	\$195.00	Senior Designer	\$125.00
Senior Project Manager	\$165.00	Designer	\$110.00
Project Manager	\$150.00	Clerical	\$80.00

Additional Services include, but are not limited to:

Field Verification

- Conduct field measurements of existing walls, devices, and finishes to prepare accurate base sheet in AutoCAD

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.

As-Built/Record Drawings

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

_____ Client Initials

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

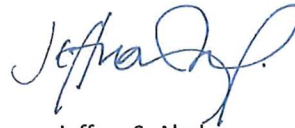
By: Abel Design Management, Inc.,
a Texas corporation,
its General Partner

By: _____

Printed Name: _____

Title: _____

Date: _____



By: Jeffrey S. Abel

Its: President

March 27, 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