

INTERIOR DESIGN PROPOSAL FOR

THE LAWRENCE
TAPESTRY BY HILTON
LAWRENCEVILLE, GA

Sims Patrick Studio

267 W. WIEUCA RD. NE
SUITE 104
ATLANTA, GA 30342
404 261 6043
lpatrick@simspatrickstudio.com

ISSUED August 23, 2024
REVISED: September 16, 2024
REVISED: September 25, 2024
REVISED: October 29, 2024
REVISED: December 4, 2024

COVER LETTER

Sims Patrick Studio

December 4, 2024

Downtown Development Authority of Lawrenceville, GA c/o
Northpoint Management & Development, LLC.
Att: Harvey Rudy
404-725-5356
harvey@hsrds.com

Dear Harvey:

It is Sims Patrick Studio's pleasure to present this proposal for the continuation of interior design services for the new build, soft-branded Tapestry by Hilton in Lawrenceville, GA. Included in this package are comprehensive project details as we currently understand it, based on the information we received from Hilton's approval letter dated 7.26.24 and our meeting with the GC on 8.21.24.

We understand that you are seeking our continuation of interior design services for the guestrooms and public spaces. Our team will be dedicated to customizing creative design solutions that resonate with the target clientele, the surrounding areas/locale, and, of course, the overarching budgetary goals.

Sims Patrick Studio (SPS) is a woman-owned and led global interior design studio based in Atlanta, Georgia. Our team has a combined total of over 90+ years of experience in the interior architecture and design industry. We specialize in turning our clients' vision into three-dimensional narratives, which connect emotionally with guests, and perhaps most importantly, create memories that spark return visits.

We are thrilled to have the opportunity to continue working on this exciting project.

Best regards,



Libby Patrick
Founder & CEO
lpatrick@simspatrickstudio.com

EXHIBIT 1: SCOPE OF WORK

OVERVIEW OF PROJECT

This new build boutique hotel property is located in Lawrenceville, GA. The hotel design was started in 2019 and was placed on hold in 2021. The City of Lawrenceville and the development team are now ready to move forward. The initial design was completed and documented through CD's in 2021. Our design team will provide design solutions including, but not limited to the guestroom tower and public spaces. Scope of Work is based on the Hilton review letter dated 7.26.24 and our meeting with Pinkerton & Laws & HSR Development Services on 8.21.24. The desired opening date for the property is projected to be January 2026. For proposal purposes, we assume a October 2024 ID kick-off with a 15-16 month completion time frame.

SERVICES

SPS will design, select, and document all of the following for the areas listed below:

- Floorplan layouts
- Furniture and finish floor plans
- Reflected Ceiling Plans (indicating finishes and decorative light fixtures)
- Finishes on floors, walls, and ceilings
- FF&E, casegoods, upholstery, window treatments
- Decorative Lighting
- Artwork
- Millwork
- Interior focal elevations

HOTEL GUESTROOM TOWER AREAS INCLUDED IN SCOPE (FULLY CUSTOM DESIGN):

- Guestrooms 120 total keys - 10 Room Types
- (1 design scheme-up to 10 room types, which will have the same decor package
- Guest baths
- Guest corridors & Elevator lobbies
- **NEW SCOPE:**
- **(2) Model rooms & (1) corridor - Includes mockup review & and CA - (1) King, (1) QQ and (1) 3 door entry corridor section. Does not include separate documentation.**

HOTEL PUBLIC SPACE AREAS INCLUDED IN SCOPE (FULLY CUSTOM DESIGN):

- Lobby/Reception
- Lobby Lounge
- Elevator Lobby
- Elevator Cab (Finishes Only)
- Public Restrooms
- Market/Cafe
- Fitness Room
- Pre-Function Spaces
- Meeting Room (est. 5,000 sf.)
- Restaurant/Bar/Outdoor Dining
- **NEW SCOPE:**
- **Outdoor Courtyard - Redesign & Elevate**
- **BOH Areas - Offices & Employee Break Areas & Restrooms, Finishes, Furniture and any required Millwork, by Hilton**

EXCLUSIONS: NOT INCLUDED IN SCOPE:

- Electrical Rooms
- Exterior of Building
- Porte Cochere
- Outdoor Storage
- Landscaping
- Parking Lot
- Rooftop Bar/Lounge
- Kitchen
- Tenant Retail Spaces
- Model Room & Corridor Documentation

EXHIBIT 1: SCOPE OF WORK

The following services and deliverables are included for each area within the Scope of Work:

PRE-DESIGN PHASE - COMPLETED

- Trip #1–Kick-off meeting (trip to property site)
- Understand client's goals, budget, schedule, project scope, etc
- Conduct thorough research on project location, history, context, target clientele
- Brand Immersion, if required

PRE-DESIGN PHASE - COMPLETED

- Prior to kick-off, the Owner will provide the final program, schedule and budget, and current drawings to the design team.
- Based on initial research, SPS will develop a custom design narrative/design story to present to the Owner along with initial concept images to support the design story.
- Site Visit #1–Kick-Off Meeting (Atlanta, GA)
- Project design team and Ownership are to meet to discuss the overview of project scope, programming, milestones and schedule. Owner is to transmit preliminary documents to SPS in CAD-format prior to kick-off. We will gather information about specific program information, schedule, Owner's goals, and Hilton brand requirements for areas of scope as required.

SCHEMATIC DESIGN PHASE - COMPLETED

- SPS will review the Hilton Tapestry hotel standards, preliminary floor plans, specifications and programming provided by the Owner and Hilton.
- Concept and Identity Development
- SPS will conduct research on the property and attain Ownership's & AOR's design goals and objectives.
- SPS will develop a design narrative to tell the story and outline the design direction and project's identity.
- SPS will pull concept imagery to support the design narrative.
- Conceptual Design Presentation (via GoToMeeting-Conference Call)
- SPS will conduct several meetings with AOR and Ownership to review initial conceptual design direction.
- Schematic Design Development
- SPS will sketch furniture plans and lay-out options based on the Owner approved concepts and program.
- SPS will document interior design components including elevations, new finishes & transitions in a sketch format.
- Based on the plans and the Owner's budget allowances, SPS will select key furniture pieces and finishes for all areas in the Scope of Work.
- Schematic Design Presentation (via GoTo Meeting-

Conference Call)

- SPS will prepare an informal presentation to the Owner of the new design direction, which will include selections and sketches to review. This will be presented by submitting an electronic 11 x 17 design package via GoToMeeting conference call.
- Revisions (via GoTo Meeting-Conference Call)
- If necessary, SPS will make one revision to the presentation, and have one (1) conference call with the Owner to review revised Finishes and Design Elements. This information will then be forwarded to Hilton for approval.
- Correspondence and bi-weekly conference calls with Owner and design team are included in this phase, if required.

DESIGN DEVELOPMENT PHASE - COMPLETED

- Once Hilton's comments have been received, plans will be further developed
- SPS will further develop the design for areas in project scope.
- SPS will further develop elevations & FF&E selections.
- Design Development Review (at SPS Office in Atlanta, GA)
- SPS will prepare a presentation to the Owner of the design direction, which will include selections, plans, and elevations to review.
- SPS will prepare a formal presentation with physical samples of fabrics and finishes and FF&E cut sheets.
- Revision
- If necessary, SPS will make one (1) revision to the package and have one (1) conference call with the Owner and Hilton to review the final package. The package will be forwarded back to Hilton for final review and approval.
- Design Development Documents
- SPS will prepare Finish Plans, Preliminary Finish Schedules, and Reflected Ceiling Plans (showing decorative light fixtures), Furniture Plans, Interior Elevations, and Furniture Plans for spaces in the Scope of Work. These documents will be submitted to the Owner and Hilton.
- Correspondence and bi-weekly conference calls with Owner and design team are included in this phase, if required.

EXHIBIT 1: SCOPE OF WORK CONT.

The following services and deliverables are included for each area within the Scope of Work:

CD PHASE - COMPLETED

- SPS will provide a final set of construction documents for all areas of the program scope. These drawings include: Key Reference Plans, Finish Plans, Finish Schedules, Tagged Reflected Ceiling Plans (showing decorative light fixtures), Interior Elevations, Millwork Drawings, Sections and Details, and Tagged Furniture Plans. Final documents will be submitted to Owner electronically to the Owner, Hilton, Contractor and Purchasing Agent, etc.
- Electronic Finish Specifications will be issued for all areas of scope. These specifications will be sent to the Owner, Hilton, Contractor and Purchasing Agent, etc.
- FF&A Documents
- SPS will prepare (1) electronic set of FF&A Specification binders for all areas in scope of work if required for brand review.
- Additional FF&A Specification binders can be provided as an additional service if requested by Owner.
- Up to one (1) meeting with design team is included in this phase for consultant coordination.
- One (1) bi-weekly conference call with Owner and design team is included in this phase, if required.

OUTDOOR COURTYARD RE-DESIGN PHASE -

- **Kick-Off Call** - Project design team and Ownership to have call to discuss project goals, schedule and the overview of new project scope to enhance and elevate the design for the Outdoor Courtyard Area. Upgraded options may include new bar cart service and a permanent Structure Shading Device.
- **Review & Re-design** - SPS will review existing design and re-develop elevated design which may include updated furniture & finish selections, plans, and elevations to review.
- **Presentation** - SPS will prepare an informal 11 x 17 electronic presentation and present new direction to project team.
- **Revision** - If necessary, SPS will make one (1) revision to the package and have one (1) conference call with the Owner and Hilton to review the final package. The package will be forwarded back to Hilton for final review and approval.

MODEL ROOM REVIEW & CA SERVICES

- **Drawing Sheets** - Extract required drawing sheets of construction documents for model room build out and upload to Hilton Hub for review
- **Tagged Guestroom Plumbing Fixture Cutsheets** - Tag, Coordinate & Upload Hilton requested guestroom plumbing fixture cutsheets to Hilton Hub for review.
- **Admin Services** - Provide construction admin services for MR including reviews/approvals of any CFA submittals, casegood shops/finish submittals and any GC Submittals, RFI's and field questions.
- **Trip #1** - (1) Model room review with Ownership & Hilton

GUESTROOM ROLL-OUT CD & SPECIFICATION REVISIONS

- **Drawing Revisions** - One (1) round of revisions to Tower roll-out CD's & Specifications, if required by Hilton per Model Room Review.
- **Furniture Specification Revisions** - One (1) round of revisions to Tower roll-out specifications, if required by Hilton per Model Room Review.

PUBLIC SPACE CD & SPECIFICATION REVISIONS -

- **Drawing Revisions** - Per Hilton's review letter dated July 26, 2024, GC Meeting on 8.21.24 and Outdoor Courtyard Elevated Design Updates, SPS will provide a (1) final set of construction document revisions addressing all comments listed in the Hilton letter, GC listed items and Outdoor Courtyard Upgrades. Final documents will be submitted electronically to the Owner, Hilton, Contractor and Purchasing Agent, etc.
- **Finish Specification Revisions** - Due to items being discontinued, SPS will reselect and issue revised electronic finish specifications. These specifications will be sent to the Owner, Hilton, Contractor and Purchasing Agent, etc.
- **Hilton Requested Finish Binder** - Per Hilton's request, a set of electronic 8.5" x 11" finish specifications with a scanned image will be issued for all areas of scope. These specifications will be uploaded to the Hilton Hub for review.
- **FF&A Specifications** - Due to items being discontinued or requested clarification on specific items listed in Hilton's review letter, SPS will reselect or clarify and issue revised electronic FF&A Specifications for the items on ADM's & Hilton's list.
- **Team Calls** - One (1) weekly conference call with Owner and design team is included in this phase, if required.

EXHIBIT 1: SCOPE OF WORK CONT.

The following services and deliverables are included for each area within the Scope of Work:

CONSTRUCTION ADMINISTRATION/GC SCOPE

PHASE

- **Millwork Shop Drawings** - Coordinate w/ GC & Millworker to review custom millwork shop drawings & VE solutions. ,
- **Trip #2 - #3** -Two (2) CA-Progress Site Visits included
- **RFI's and field questions** - Respond to RFI & ongoing questions from the field.
- **Finish Submittals** - Review of all finish submittals from GC.
- **Team Calls** - One (1) weekly conference call with Owner, GC, PA and design team is included in this phase, if required.

CONSTRUCTION ADMINISTRATION/FF&A PHASE

- **Furniture Shop Drawings** - Review custom finish submittals and furniture shop drawings
- **CFA Review** - Review and approve all Customer's Fabric Submittals
- **Seaming Diagrams** - Review of Seaming Diagrams w/ carpet manufacturer for carpet pattern, location and scale.
- **RFIs and questions** - Respond to PA questions and clarifications from manufacturers
- **Coordination** with purchasing agent
- **Trip #4**-One (1) Installation/Final walk-through/Punch Site Visit

EXHIBIT 1: SCOPE OF WORK (cont.)

EXCLUSIONS

- Exterior items (building signage, building design, lighting, landscaping, etc)
- Building Systems (low voltage, fire/life safety, MEP, geotechnical/hazardous material, water-proofing)
- Door & Hardware Specifications (interior design to advise on finishes)
- Third Party Consultant Scope of Work:
 - Procurement/Purchasing
 - Branding/Interior Signage/Graphics/Wayfinding
 - Lighting Consultant (see below for details)
 - Audio/Visual Technologies
 - Kitchen/food service Design
 - ADA Consultant

ADDITIONAL SERVICES

- Additional 3D views/perspectives (photo-realistic renderings) than the quantity included in scope of work. Please note photo-realistic renderings are a re-imbursable expense.
- Construction Administration coordination beyond the capped hours listed.
- Bid negotiation for fit-up scope of work
- Specification of kitchen/bar appliances, plumbing fixtures, BOH kitchen/bath cabinetry, door & hardware
- Coordination of MEP drawings
- Review of Purchase Orders
- Additional Revisions to Construction Documents, Finish or Furniture Specifications per the listed scope of work.
- Production of additional physical and/or sampled specification binders or FF&E boards
- Formal Framed FF&A Presentation Boards for Marketing
- Reselection of discontinued items if purchase orders are released 3 months after issue date
- Additional sets of documents not listed in this proposal (e.g., pricing narrative, programming).
- Required design changes from Hotel Brand Flag (narrative design direction/space planning, etc.) once brand/flag has been determined.
- If Hotel brand flag changes after project kick-off, we reserve the right to request additional services.
- Branding changes to the design narrative
- Selection and/or purchase and installation of accessories; styling services
- Professional photography w/ styling
- Additional guest room design schemes
- Selection of guest room OS&E, uniforms, and hotel collateral
- LEED Certified Design
- Overall project duration exceeding the assumed 16 month schedule. We are assuming a project kick-off in Q1 2025 with final completion Q2 2026

LIGHTING SCOPE OF WORK

1. Sims Patrick Studio will provide design, documentation and coordination of the decorative light fixtures throughout the interiors of the property.
2. SPS will provide custom decorative light fixture FF&E specifications and coordination within the architectural Reflected Ceiling Plans to reflect mounting locations.
3. SPS will review the architectural lighting plans and architectural lighting specifications provided by Architect of Record/ Electrical Engineer/ Lighting Design Consultant, for general lighting layouts.
4. SPS will participate in the interviewing process of Client provided lighting design consultants if required by Client and/or Brand.

EXHIBIT 2: FEE SCHEDULE

BASIC SERVICES FEE

SPS will provide the interior design services described herein for a **lump sum fee of One Hundred Forty-Nine Thousand Dollars (\$149,000.00)**.

| PHASE | COST |
|--|-------------------------|
| 1. Outdoor Courtyard Re-Design/Approval (100 hours) | \$ 15,000.00 |
| 2. Model Room Review & CA Services (123 hours) | \$ 18,500.00 |
| 3. Guestroom CD & Furniture Spec Revisions (60 hours) | \$ 9,000.00 |
| 4. Public Space CD & Furniture Spec Revisions (346 hours) | \$ 52,000.00 |
| 5. Weekly Team Calls (63 hours) | \$ 9,500.00 |
| 6. Construction Admin | |
| a. CA/GC Phase (150 hours) | \$ 22,500.00 |
| b. CA/FFA Phase (150 hours) | \$ 22,500.00 |
| SUB-TOTAL BASE FEE | \$ 149,000.00 |
| ADD ALT: Accessory Selection, Purchasing and Installation: (Does Not Include the Cost of Accessories) | \$ 24,000.00 |

We believe that the above noted lump sum fee will be sufficient to cover the remaining scopes contemplated herein. If, however, due to unforeseen circumstances out of our control, we believe additional hours will be required, we will notify ownership to discuss estimated hours to complete the project.

| PHASE | ESTIMATED DURATION TIME FRAMES |
|--|--------------------------------|
| Public Space CD & Furniture Spec Revisions (346 hours) | 1-1.5 Months |
| Guestroom CD & Furniture Spec Revisions (60 hours) | 1.5 Months |
| Model Room Review & CA Services (123 hours) | 2-2.5 Months |
| Outdoor Courtyard Re-Design/Approval (100 hours) | 1 Month |
| Construction Administration | Ongoing |

EXHIBIT 2: FEE SCHEDULE

SITE VISITS/TRIPS INCLUDED IN BASE FEE

SPS has included labor time for the following site visits. Reimbursable/travel expenses will be billed separately from the fees listed below. Additional site visit will require additional services.

| | TRIPS/DURATION | STAFFING |
|--------|------------------------------|-----------------------|
| #1: | Model Room Review (1 day) | Principal + Designer |
| #2-#3: | CA Visit(s) (1 day) | Principal or Designer |
| #4: | FFE Installation/Final Punch | Principal + Designer |

~~INITIAL PAYMENT (PRE-DESIGN/CONCEPTING PHASE)~~

~~Payment of (\$15,000.00) is due immediately upon approval and execution of this formal project contract/agreement. This fee serves to engage and mobilize our team to be ready for kick-off.~~

INSURANCE: Sims Patrick Studio current Professional Policy limits are \$2,000,000 per claim and \$2,000,000 aggregate.

EXHIBIT 2: FEE SCHEDULE

HOURLY RATE SHEET

Professional interior design service rates are based on the following schedule. Rates are subject to change at any time without notice. Client will be billed at the current rate.

| TITLE/POSITION | HOURLY FEE |
|------------------|------------|
| CEO | \$235.00 |
| Principal | \$200.00 |
| Design Director | \$150.00 |
| Project Designer | \$125.00 |
| Junior Designer | \$84.00 |
| Intern | \$70.00 |

TRIP RATES

Professional interior design service rates for site visits and trips are based on the following schedule. Rates are subject to change at any time without notice. Client will be billed at the current rate.

| TITLE/POSITION | DAILY RATE |
|------------------|------------|
| CEO | \$2,350.00 |
| Principal | \$2,000.00 |
| Design Director | \$1,500.00 |
| Project Designer | \$1,250.00 |
| Junior Designer | \$840.00 |
| Intern | \$700.00 |

ESTIMATED COST OF REIMBURSABLES

Below are typical project reimbursables and their average estimates. Actual costs may vary.

| | |
|----------------------------------|--------------------------|
| 1. Photorealistic Renderings | \$3,000 each |
| 2. Round-trip airfare | \$700-800 |
| 3. Hotel | \$250/night |
| 4. Rental Cars or Taxi/Uber/Lyft | Varies |
| 5. Meals & Gratuity | \$20-25/meal (~\$70/day) |
| 6. Mileage | \$0.655/mile (IRS rate) |
| 7. Shipping Costs | \$700 total |
| 8. Printing Costs | \$4,000 total |

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is made this fourth (4th) day of December 2024, by and between Sims Patrick Studio, Inc. ("SPS") and the Downtown Development Authority of Lawrenceville, GA c/o Northpoint Management & Development, LLC. ("Client") (collectively, the "Parties").

WHEREAS, Client desires for SPS to provide certain interior design services and materials for a project known as the Lawrence Hotel, Tapestry by Hilton in Lawrenceville, GA. and SPS desires to provide such interior design services and materials. For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Recitals. The above recitals are incorporated into this Agreement by reference.

2. Incorporated Exhibits. The following attached exhibits are incorporated into this Agreement by reference: Exhibit 1 (Scope of Work); Exhibit 2 (Fee Schedule); Exhibit 3 (Designation of Client Representative(s)); and Exhibit 4 (Change Order Authorization).

3. Definitions. As used herein:

- a. "*Architect*" shall refer to the person or persons engaged by Client as the Project's architect of record.
- b. "*Client*" shall refer to the owner of this project, specially Downtown Development Authority of Lawrenceville, GA c/o Northpoint Management & Development, LLC..
- c. "*Client Representative*" shall refer to the person or persons designated by Client as having the authority to: (i) execute Change Orders on Client's behalf; (ii) approve, deny, and/or provide comment of SPS' submittals on Client's behalf; and/or (iii) approve, deny, and/or provide comment of SPS' Design Package and any Design Package Revisions on Client's behalf.
- d. "*Design Package*" shall refer to SPS' presentation to Client of various design element selections (as described in Exhibit 1) during the Design Development Phase.
- e. "*Design Package Revision*" shall refer to any SPS revision of the Design Package based on the written denial and/or comments of Client's Representative.
- f. "*Fee Schedule*" refers to the hourly rates for various SPS employees.
- g. "*Work*" shall refer to the interior design services and materials SPS shall provide to the Project as specifically set out in Exhibit 1.
- h. "*FF&A*" shall refer to furniture, fixtures, and artwork.

4. SPS' Responsibilities.

- a. SPS shall perform the Work as described in Exhibit 1. SPS shall perform the Work consistent with the professional skill and care ordinarily provided by designers practicing in the same or similar locality under the same or similar circumstances.

b. SPS shall have no responsibility for providing architectural services or structural design services, including but not limited to: site verification; stamping and/or permitting drawings; code compliance and egress plans; architectural specification documentation; structural additions; dimensioned wall type plan per new partition plans; reflected ceiling plans showing architectural lighting documentation, specification, and/or coordination with consultants; wall type, window, door, and plumbing fixture schedules; coordination with subcontractors/consultants regarding equipment layouts and specifications; and/or exterior design and/or renovation or documentation of the same. The Parties agree the Architect—not SPS—shall provide all architectural services, including those listed herein. SPS shall not be liable for any damage or delay caused by Client or Architect's failure to timely or properly perform architectural and/or structural design services.

c. SPS shall make reasonable efforts to coordinate with Client's Architect, other subcontractors, and/or subconsultants at Client's direction; however, SPS shall have no responsibility for overall coordination of subcontractors/subconsultants, including but not limited to: mechanical/electrical/plumbing, structural, lighting, kitchen, acoustics, exterior, fire/life safety and/or ADA.

5. Client's Responsibilities.

- a. Prior to SPS beginning its Work, Client shall:
 - i. Engage the Architect and provide written notice to SPS identifying the same.
 - ii. Engage a purchasing agent ("Purchasing Agent") under a separate contract and provide written notice to SPS identifying the same. The Parties agree that Client (through its Purchasing Agent)—not SPS-- shall be responsible for: purchasing all furniture items; providing detailed FF&A pricing to Client once final specifications are issued; and/or providing SPS a preferred vendor list, pricing list and/or comments pertaining to vendor and pricing preferences at the outset of the Project. If vendor substitutions are required, SPS will work with PA through one (1) round of vendor substitutions for custom FF&A and finishes. SPS will provide an FF&A matrix to Client and PA. We assume Client or PA will review and approve all quantities in FF&A matrix prior to ordering. SPS is not solely responsible for FF&A quantities. SPS shall not be liable for any delay by Client or its Purchasing Agent's failure to timely complete these tasks.
 - iii. Provide SPS electronic working CAD drawings and a Client-approved FF&A and construction budget.
 - iv. Provide SPS a Client Representative(s) that shall be responsible for: developing and maintaining project schedule; facilitating conference calls and meetings; creating meeting agendas and minutes; and coordinating communication between all consultants. SPS will transmit draft meeting notes to Client's Rep from meetings and conference calls as required.

DESIGN SERVICES AGREEMENT

- b. During the Project, Client shall:
 - i. Review and return any SPS submittals with Client Representative's written approval, denial, and/or relevant comments within five (5) business days of receipt of the same.
 - ii. Review and provide Client Representative's written approval, denial, and/or relevant comment of the Design Package and/or any Design Package Revision within five (5) business days of receipt of the same.

6. Payment.

- a. SPS shall issue monthly invoices to Client. **Invoices need to be submitted by the 25th of a particular month. Payment of approved invoices shall be made by the 20th of the following month.** Should Client dispute any amount listed in an invoice, Client must provide written notice of the dispute and the reason for the same within five (5) business days of its receipt of the invoice. Should Client fail to provide such written notice, Client waives any right to dispute SPS's right to payment. Interest of one and a half percent (1.5%) shall be assessed for any payment not received by SPS within forty-five (45) days from the date of the invoice.
- b. SPS shall be compensated as follows:
 - i. **Outdoor Courtyard Re-Design/Approval (100 hours).** Client shall pay SPS a lump sum of **\$15,000.00 (USD)** for this phase regardless of how many hours it takes SPS to complete Work related to this phase.
 - ii. **Model Room Review & CA Services (123 hours).** Client shall pay SPS a lump sum of **\$18,500.00 (USD)** for this phase regardless of how many hours it takes SPS to complete Work related to this phase.
 - iii. **Guestroom CD & Furniture Spec Revisions Phase (60 hours).** Client shall pay SPS a lump sum of **\$9,000.00 (USD)** for this phase regardless of how many hours it takes SPS to complete Work related to this phase.
 - iv. **Public Space CD & Furniture Spec Revisions Phase (346 hours)** Client shall pay SPS a lump sum of **\$52,000.00 (USD)** for for this phase regardless of how many hours it takes SPS to complete Work related to this phase.
 - v. **Weekly Team Calls (63 hours).** Client shall pay SPS a lump sum of **\$9,500.00 (USD)** for this phase regardless of how many hours it takes SPS to complete Work related to this phase.
 - vi. **Contract Administration Phase (300 hours).** Client shall pay SPS a lump sum of **\$45,000.00 (USD)** for this phase regardless of how many hours it takes SPS to complete Work related to this phase.
 - vii. *Hours shown above per phase are for reference. **We believe that the above noted lump sum fee will be sufficient to cover the remaining scopes con-**

templated herein. If, however, due to unforeseen circumstances out of our control, we believe additional hours will be required, we will notify ownership to discuss estimated hours to complete the project.

- c. SPS shall provide Client written notice at the completion of the phase.

d. Client shall pay for the following reimbursable items in addition to those amounts listed in "Section 6. Payment:" the cost of round-trip travel to the Project or other locations where SPS must travel to perform its Work; telephone, facsimile, photocopying, postage, delivery and courier services; blueprinting; plotting and reproduction; photography and documentation; special samples, presentation materials, professional contract renderings and/or models; carpet, wallcovering and/or furnishings renderings; mockups; and/or hospitality costs relating to the Project. These reimbursable items will be billed to Client at **1.15 times our direct cost.**

7. Changes, Additional Services, and Extra Work. Should Client request SPS to provide services or materials that are different or in addition to SPS' Work, SPS will submit a written change order to Client with a description of the change or addition, as well as the cost and additional time extension necessitated by the same. The Client shall execute and return the change order to SPS within five (5) business days of receipt of the same. SPS will not perform the changed or additional work until SPS is in receipt of such executed change order.

8. Schedule. The Preliminary Schedule attached hereto lists the time SPS expects its Work will take based upon the Assumptions. The Parties represent and agree that the Assumptions are correct to the best of their knowledge as of the date of this Agreement. The Preliminary Schedule will control unless the Parties, after collaborating to ensure reasonable and achievable timing, execute a revised Preliminary Schedule ("Project Schedule"). In the event Client requests SPS expedite its Work and perform a phase in a time shorter than that stated in the Preliminary Schedule or the Project Schedule (whichever controls), Client shall pay SPS an additional fee equaling ten (10) percent of the total fee for that phase. SPS can accommodate schedule expeditions of a maximum of two (2) weeks.

9. Copyrights and Licenses.

a. **Until fully paid for by Client,** All Instruments of Service, including all designs, drawings and specifications, authored or prepared by SPS and SPS's consultants shall be the property of SPS, along with all common law, statutory and other reserved rights, including copyrights therein. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of such rights.

b. SPS grants to the Client a nonexclusive license to reproduce, modify and use such designs, architectural works, and Instruments of Services solely and exclusively for purposes of performing SPS's obligations hereunder. SPS shall obtain grants from SPS's consultants consistent with this agreement. Client may authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and-

DESIGN SERVICES AGREEMENT

c. In the event the Client modifies the Instruments of Service without retaining the authors of the Instruments of Service, the Client releases such author from all claims and causes of action arising from such modification. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless the author from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's Modification of the Instruments of Service under this Section 9.c.

d. Except for the licenses granted in this Article 9, no other license or right shall be deemed granted or implied under this Agreement.

10. Suspension and Termination.

a. Should Client fail to make payment to SPS in accordance with the terms of this Agreement, such failure shall be considered substantial nonperformance and entitle SPS to terminate the Agreement or to suspend its Work until such failure is cured. The decision to terminate or suspend shall be made in SPS's **reasonable** sole discretion. Prior to terminating the Agreement or suspending its Work due to non-payment, SPS shall provide **ten (10)** business days' written notice to Client. Should Client make payment of all sums due and owing, including any interest, SPS shall resume its Work and the schedule shall be equitably adjusted to reflect any time lost due to Client's failure to make timely payment. In the event of termination or suspension pursuant to this provision, SPS shall have no liability to Client for delay or damage caused by such termination or suspension.

b. If the Project is suspended for any reason other than Client's non-payment to SPS:

- i. Client shall provide SPS written notice of the suspension and the estimated duration of the same within seven (7) days.
- ii. Client shall make immediate payment for all Work performed by SPS through the date the Project was suspended.
- iii. SPS shall not perform any Work during the suspension, unless directed in writing to do the same by Client. Should Client direct SPS to perform Work during a suspension, Client shall pay SPS an hourly rate for such Work based on the Fee Schedule in addition to the amounts owed under Section 10.b.ii.
- iv. Should the Project be suspended for three (3) months or longer, SPS shall have the right to terminate the Agreement upon five (5) business days written notice to Client. Should the Project be suspended for three (3) months or longer and SPS elects not to terminate the Agreement, SPS shall be entitled to a remobilization fee equal to ten (10) percent of the remaining unbilled fees ("Remobilization Fee") which must be paid prior to resuming Work on the Project. Client agrees SPS shall have a reasonable amount of time to resume the Work, but in no event

shall that amount of time be less than fifteen (15) business days.

c. If, though no fault of SPS, the completion of any phase of the Project exceeds the time listed in the Preliminary Schedule or Project Schedule (whichever controls) by three (3) months or longer, SPS shall have the right to terminate the Agreement upon five (5) business days written notice to Client. In such event, Client shall make immediate payment for all Work performed by SPS through the date of termination.

11. Photography and Publishing. SPS shall have the right to photograph the Project at SPS' own expense, and Client and will have the option to purchase the rights to the photos. Should SPS desire to photograph the Project, SPS shall provide Client reasonable notice of the same. The Parties shall work together to coordinate a suitable time for such photography. SPS shall have the right to publish Project photographs on its website, in its marketing materials, or for other similar professional uses.

12. Notices. All notices made or required pursuant to this Agreement shall be sent to the following addresses:

| | |
|-----------------|--|
| Client Address: | Downtown Development Authority of Lawrenceville, GA. c/o Northpoint Management & Development, LLC. |
| Email: | harvey@hsrds.com |
| SPS Address: | 267 W. Wieuca Rd. NE, Suite 104 Atlanta, GA 30342 |
| Email: | lpatrick@simspatrickstudio.com |

13. Miscellaneous.

- a. This Agreement may not be assigned without the written approval of both Parties.
- b. This Agreement may not be modified or amended except by an executed change order (as described in *Section 7 "Changes, Additional Services, and Extra Work"*) or other writing signed by both Parties.
- c. This Agreement shall be governed under the laws of the state where the Project is located.
- d. The invalidity of any part or provision of this Agreement shall not impair or affect the validity, enforceability or effect of the remaining parts and provisions of the Agreement.
- e. No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the Party under the Agreement.
- f. The Parties agree and understand SPS is licensed in the state of Georgia.

DESIGN SERVICES AGREEMENT

g. This Agreement may be executed in multiple counterparts without affecting the validity of the Agreement.

h. The Parties agree that the Agreement is the product of arms-length negotiations between them and that the Agreement shall be interpreted and enforced as a contract jointly drafted by the Parties.

IN WITNESS WHEREOF, the Parties hereto have fully read and understood the Agreement and execute the same as of the date listed below.

Sims Patrick Studio, Inc.

Signature: 

Print Name: Libby Patrick

Title: Founder and CEO

Date: 1.15.2025

Downtown Development Authority of Lawrenceville, GA c/o

Northpoint Management & Development, LLC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Schedule 3.08(b)

Contract addendum to be attached to (and incorporated in) all Specified Contracts

CONTRACT ADDENDUM

1. This contract addendum (this “**Addendum**”) shall become a part of the ____ Agreement (the “**Agreement**”) by and between _____ (“**Contractor**”) and DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA (“**DDA**”), with NORTHPOINTE HOSPITALITY MANAGEMENT & DEVELOPMENT, LLC (“**NorthPointe**”), acting on behalf of, and as the authorized representative of, the DDA, for professional services defined therein and required by DDA to develop a 120+ room hotel with 5,000 square feet of meeting space (the “**Hotel**”), retail space (the “**Retail**”), and a three-tiered parking garage to serve the Hotel and Retail and the downtown business district of the City of Lawrenceville, Georgia (the “**Parking Deck**”; and together with the Hotel and Retail, collectively, the “**Project**”) and the Agreement shall be amended as specifically set forth in this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control, otherwise, all of the provisions of the Agreement shall remain in full force and effect as stated in the Agreement. Any defined terms, which are not otherwise defined in this Addendum, shall have the meanings set forth in the Agreement.
2. Provided that Contractor has been paid in accordance with the terms of the Agreement, ~~to~~ to the extent Contractor generates any documents (including without limitation shop drawings, schedules, etc.) for the Project (“**Contractor Documents**”), such Contractor Documents will be deemed a “work for hire” product and DDA shall be deemed the owner of such Contractor Documents and shall have the right to use the Contractor Documents on the Project, including without limitation completion of the Project if this Contract is terminated for any reason. To the extent it is later determined that any Contractor Documents are not a “work for hire” product, the parties agree to treat any Contractor Documents as if they are a “work for hire” product. Contractor agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Contractor Documents to DDA. Contractor further represents and warrants that the use of any such Contractor Documents does not infringe upon the intellectual property rights of any third party and Contractor agrees to indemnify, defend and hold harmless the DDA and NorthPointe and their members, officers, agents and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys’ fees and paralegals’ fees, related to intellectual property claims arising out of or resulting from the use of any Contractor Documents. The terms of this Section shall survive the termination of the Agreement. Notwithstanding the foregoing and any other provision of this Addendum, if DDA terminates Contractor without cause and continues to use any Contractor Documents, Contractor shall have no further liability to DDA for any actions arising out of DDA’s use of the Contractor Documents.
3. DDA (or NorthPointe on behalf of the DDA) may terminate the Agreement (without fee,

penalty, or other damages payable by DDA) upon written notice to Contractor. Upon such termination DDA shall pay Contractor all accrued fees due Contractor and reimbursements authorized under the Agreement that are due and owing through the effective date of termination.

4. If any action is brought to enforce the terms and conditions of the Agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and costs expended in prosecuting and/or defending the subject action.
5. The scope of work, including anticipated required permits, is based on Contractor's past experience. Contractor has included all services reasonably inferred from the requirements of the scope of work section of this Agreement.
6. ~~Notwithstanding anything herein to the contrary, DDA and NorthPointe shall have no indemnification obligations of Contractor.~~
7. Notwithstanding anything herein to the contrary, if DDA (or NorthPointe on behalf of the DDA) asserts a good faith dispute with Contractor concerning Contractor's services, the DDA shall be permitted to pay the undisputed portion of Contractor's services, while withholding that portion of sums representing the amount in dispute. As long as DDA continues to make payment with respect to the undisputed portion of Contractor's services, Contractor shall be required to continue providing services with respect to the undisputed portion of its contract services.
8. Neither the DDA nor NorthPointe shall be responsible for any bodily injury, death or loss or damage to property damages suffered by Contractor and Contractor hereby waives all rights that the Contractor may have against DDA or NorthPointe for any bodily injury, death or loss or damage to property at the Project.
9. Contractor shall, at all times, indemnify and save harmless DDA and NorthPointe, and their respective officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, but only to the extent caused by the acts, omissions, or negligence of the Contractor, its agents, employees, or subcontractors in connection with the project. Contractor shall not be responsible for any damages caused by any act or omission whereby DDA committed a willful act, or gross negligence. Similarly, DDA shall indemnify Contractor on account of any claims, damages, personal injuries, property losses and/or economic damages but only to the extent caused by the acts, omissions or negligence of DDA, its agents or employees.
10. If applicable, along with each invoice for payment submitted by Contractor to DDA, Contractor shall provide DDA with an electronic CAD drawing file representing the most up to date version of Contractor's design documents and specifications.
11. If applicable, at all times hereto, Contractor shall use only qualified personnel, experienced in the work and services to be performed. Contractor shall use licensed design professionals whenever necessary.
12. Contractor shall issue DDA and NorthPointe written notification within five (5) calendar days of discovering any facts that would require additional services, or increase the cost of Contractor's services, or the cost of construction of the project. Said notification is for the purpose of allowing NorthPointe, on behalf of DDA, to take such action as is reasonably

necessary to mitigate damages and control project related costs.

13. Contractor shall have sole responsibility for all other obligations to or for its employees arising from or connected with employment, including but not limited to, paying any and all salary, wages, commissions, fringe benefits and other remuneration, for paying any and all Social Security taxes, state and federal unemployment taxes, employment taxes and all other taxes and governmental assessments, and for paying all workers' compensation insurance and benefits. Contractor shall comply with all applicable laws regarding its employees, including, without limitation, compliance with the State of Georgia's E-Verify Private Employer Requirements.
14. PERSONS EMPLOYED, RETAINED OR ENGAGED BY CONTRACTOR, OR ANY PERMITTED SUBCONTRACTOR OF CONTRACTOR, TO PERFORM ANY SERVICES WITH RESPECT TO THE PROJECT SHALL IN EVERY INSTANCE BE EMPLOYEES OF [NAME OF CONTRACTOR OR ANY PERMITTED SUBCONTRACTOR OF SUCH CONTRACTOR] AND UNDER NO CIRCUMSTANCES SHALL ANY INDIVIDUAL EMPLOYED AT ANY TIME OR IN ANY CAPACITY IN RESPECT OF THE DEVELOPMENT SERVICES OR THE PROJECT, THE CONDUCT OF BUSINESS AND OPERATIONS OF THE PROJECT, OR ANY CONSTRUCTION, MAINTENANCE OR OPERATION THEREOF BE CONSIDERED EMPLOYEES OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, FOR ANY PURPOSE WHATSOEVER.
15. IT IS UNDERSTOOD AND AGREED THAT IN THE PERFORMANCE OF THE AGREEMENTS OF THE DDA HEREIN CONTAINED, ANY OBLIGATION IT MAY THEREBY INCUR FOR THE PAYMENT OF MONEY SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE DDA BUT SHALL BE A LIMITED OBLIGATION OF THE DDA PAYABLE SOLELY OUT OF THE DDA'S INTEREST IN THE HOTEL OF THE HOTEL, AND NO RECOURSE SHALL BE HAD OR CLAIM SHALL BE MADE AGAINST ANY OTHER ASSETS, PROPERTIES, OR REVENUES OF THE DDA TO SATISFY ANY OBLIGATIONS OF THE DDA UNDER THIS AGREEMENT.
16. Contractor shall, at all times, carry the following insurance:
1. General Liability (including contractual liability)
 - \$2,000,000 General Aggregate (per project)
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal/Advertising Injury (any one person or organization)
 - \$ 50,000 Fire Damage (any one fire)
 - \$ 5,000 Medical payments (any one person or occurrence)
 2. Automobile Liability
 - \$2,000,000 Bodily Injury/Property Damage combined single limit
 - Statutory Personal Injury Protection. Coverage should also include

owned, hired, non-owned and leased automobiles, garage-keepers liability, statutory uninsured and underinsured motorist's liability

3. Workers' Compensation

In amounts required by Applicable Law

4. Employer's Liability

\$100,000 Each Accident

\$500,000 Disease – Policy limit

\$100,000 Disease – Each Employee

5. Umbrella Liability

Umbrella Liability insurance in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate coverage, and listing the DDA as additional named insured. The policy must include, at a minimum, coverage for bodily injury, property damage and advertising/personal injury arising from premises, operations, independent contractors, products completed operations, and liability assumed under an insured contract both oral and written. This coverage may provide for a deductible not to exceed \$25,000 per incident.

Contractor shall deliver to the DDA and NorthPointe certificates, or at the request of the DDA or NorthPointe certified copies, of the policies evidencing the insurance required above before the commencement of the work and from time to time at the request of the DDA or NorthPointe for as long as the Contractor is required to maintain such insurance. Each policy shall: (1) require the insurer to notify the DDA and NorthPointe at least 30 days before any cancellation, nonrenewal or material modification of the policy; (2) be primary and without right of contribution of any other insurance carried by or on behalf of the DDA; (3) be written on an occurrence (and not "claims made") basis; (4) list the DDA and the Developer as additional insureds, except professional liability and worker's compensation insurance; and (5) waive all rights of subrogation against the DDA and or NorthPointe. Upon the DDA's receipt of any notice of cancellation, nonrenewal or material modification of a policy, the Contractor and subcontractors shall, within ten (10) days thereafter, procure other policies of insurance that are acceptable to the DDA and similar in all respects to the policy or policies about to be canceled or altered.

Schedule 3.08(b) - 6

Signature: *Libby Patrick*

Name: Libby Patrick

Date: 1/15/2025