



March 2, 2026

Mr. Eranildo Lustosa Alves Junior  
City of Lawrenceville  
70 S Clayton Street  
Lawrenceville, GA 30046

Eranildo,

Thank you for contacting us about a contract to develop construction documents for the parking lot expansion project along Culver Street in downtown Lawrenceville. The following pages outline a professional services agreement for the project. If you can sign and scan back a copy for our files, I would appreciate it.

Sincerely,

A handwritten signature in black ink that reads "Whit Alexander". The signature is fluid and cursive, with the first name "Whit" and last name "Alexander" clearly distinguishable.

Whit Alexander, PLA, LEED AP  
Executive Vice President, CMO

# **PROFESSIONAL SERVICES AGREEMENT**

## **SCOPE OF SERVICES**

The City of Lawrenceville, GA wishes to construct a new downtown parking lot along the west side of Culver Street between West Pike Street and West Crogan Street to serve as expansion to the existing Orange Lot on the east side of Culver Street.

The partially developed site is approximately 1-acre and currently occupied by (3) buildings that will be demolished prior to site construction of the proposed parking lot facility.

It is anticipated that the plans will be developed based on the Conceptual Site Plan, "ORANGE PARKING LOT EXPANSION – CONCEPTUAL" provided by Lose Design and dated, December 15, 2025 as well as the project site topographical and boundary survey provided by others.

Lose Design has developed the following Project Approach to accomplish the goals of this project:

### **PROJECT APPROACH**

#### **TASK 1 - DESIGN DEVELOPMENT (DDs): [Lump Sum] [3-4 weeks]**

Lose Design will convert existing survey data as provided to a usable format suitable for our design work. Design Development plans and stormwater calculations will be provided to include: Site Demolition, Site Layout, Grading and Drainage, Existing Utilities, Tree Replacement and Landscape Plan. We will also do initial stormwater design calculations to reflect appropriate stormwater management measures. (Note: Geotechnical consultation is needed to evaluate the infiltration capabilities of the proposed site. Our proposed sub-consultant would be released during this phase to perform this task. [±3 weeks])

The Design Development plans will be provided to the client for review and comment prior to proceeding with Construction Drawings. These plans will also be relayed to the site electrical engineer to perform services to develop Site Lighting and Electrical plans.

#### **TASK 2 – CONSTRUCTION DRAWINGS (CDs): [Lump Sum] [3-4 weeks]**

Following the receipt of the DD review comments, recommended changes will be made, as applicable, and preparation of the 95% construction documents will begin. The 95% CD plans will be presented to the Client team for your review and initial Land Disturbance Permit (LDP) submittal. Upon the completion of Task 4 – Permitting, we will provide a 100% CD set of plans, along with technical specifications.

### **TASK 3 - PERMITTING SERVICES: [Hourly] [5-8 weeks]**

Land Disturbance Permit applications and packages are to be compiled and submitted by City Staff. Lose Design team members will coordinate with Staff as needed for us to address any LDP review comments as necessary to obtain the Land Disturbance Permit. Lose Design is to provide revised and updated Construction Drawings for permit review resubmittal.

Upon approval of the civil/sitework plans and Land Disturbance Permit, Lose Design will assist City Staff with information required for the Notice of Intent (NOI) for coverage under the State NPDES General Permit for Construction Stormwater.

### **TASK 4 - BID ASSISTANCE SERVICES [Hourly]**

If requested by the Client Team, a bid manual can be prepared for the project for the City's use in obtaining pricing from qualified contractors. We are also available to provide supplemental bid assistance services as follows:

If requested to prepare bid documents, Lose Design will work in conjunction with the City to prepare the form of agreement between owner and contractor to be included in the bid package. We will investigate potential alternate bid items and coordinate those with your team for inclusion in the bid. During the bid process, we will assist the City in distributing bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist your team in analyzing contractor bids and in the contract award.

### **TASK 5 - CONSTRUCTION ADMINISTRATION SERVICES (CA) [Hourly]**

If requested by the Client Team, we will also provide construction administration services as follows:

During the initial stages of construction, Lose Design will complete the 7-day Initial ESPC inspection as required by the NPDES General Permit. Further, we will meet approximately once each month with your team and contractor on site to discuss construction progress, observe site conditions and clarify matters as needed. As we attend these recurring Owner-Architect-Contractor (OAC) progress meetings, we will prepare minutes of the meeting's discussions and findings. Each month, we will review and approve the contractor's applications for payment. When submitted, we will review shop drawings, material submittals, requests for information (RFIs), change order requests (both from owner and contractor), etc. As the project nears completion, we will perform construction closeout review and coordinate with the contractor to collect contractor's warranties, as-built information, O&M manuals, lien releases, etc. Note: The contractor is to provide as-built information as necessary for engineer's review of all required post-construction verifications.

We assume a construction administration services period of (3) months for Substantial Completion and an additional one (1) month to Final Completion, following the City's issuance of a Notice to Proceed to the Contractor.

## **ADDITIONAL SERVICES**

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Professional rendering services and 3D modeling/imagery;
- Entitlement packages for rezoning, variances and the like
- Additional permitting beyond those listed (State DOT, environmental, etc.)
- Additional site visits or meetings;
- Changes in scope above and beyond initial basis of design
- Changes in drawings, specifications, or other documents required by the Client after acceptance of progress documents and final construction documents by the Client;
- Other items requested by the Client not included elsewhere in this agreement;
- Additional Construction Administration Services beyond the specified period of construction.
- Professional Services other than those listed in the above Scope of Services;
- Site Surveying Services;
- Traffic Engineering Services;
- Additional Geotechnical Services (above and beyond those stated within)
- Structural Design Services;
- Detailed Cost Estimating Services;
- Detailed Construction Inspections other than those listed in the Scope of Services;
- Material Testing Services;
- As-constructed Record Drawings

## **EXCLUSIONS**

The following services are hereby excluded from the Scope of Services and, if needed, will be completed by others:

- Fees associated with the development including, but not limited to, permit review, impact fees, inspection fees, etc.;
- Hazardous materials testing or permitting related to their abatement.



## **FEES**

We propose to provide the scope of services described herein for a lump sum or hourly basis as described below:

- **Core Design Services:** For Tasks 1 and 2, we will charge a lump sum total of \$59,500.00, exclusive of reimbursables, to be charged monthly as a percentage of completion.
- **Permitting, Bid Assistance, Construction Administration Services:** For Tasks 3, 4 and 5 we will charge our services at our hourly rates towards a budget of \$39,500.00.

## **ADDITIONAL SERVICES**

Any requested additional services and reimbursable expenses associated with those additional services will be charged per the following rate schedule (See Attachment A).

### **Remit Payment To:**

Lose Design  
Attn: Accounts Receivable  
2809 Foster Avenue  
Nashville, TN 37210

### **Questions May Be Directed to:**

Tammy Boyte  
Controller  
[tboyte@lose.design](mailto:tboyte@lose.design)  
615-767-5811

## TERMS AND CONDITIONS

**Payment Schedule and Terms** – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

**Current Hourly Rates** - An attached table, dated January 1, 2026 outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2027, at which time they may be adjusted by the Design Professional.

**Additional Services** – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

**Term of Proposal** – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

**Fee Adjustment** – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

**Ownership of Documents** – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

**Jobsite Safety** – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

**Applicable Law** – Unless otherwise provided, this Agreement shall be governed by Georgia state law.

**Disputes Resolution** - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

**Termination of Services** – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

**Opinion of Probable Cost** – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Limit of Liability** - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed **\$50,000** or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Betterment** - If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.



# ATTACHMENT A – Hourly Rates

## LOSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

### Professional Services Hourly Rate

|  |          |
|--|----------|
| Executive Management.....                                      | \$282.00 |
| Vice President .....   | \$279.00 |
| Sr. Engineer, Sr. Project Manager.....                         | \$255.00 |
| Sr. Architect .....  | \$221.00 |
| Sr. Landscape Architect, Sr. Land Planner .....                | \$210.00 |
| Project Manager .....  | \$210.00 |
| Engineer, Architect .....                                      | \$200.00 |
| Landscape Architect, Interior Designer, Planner.....           | \$184.00 |
| Engineer in Training .....                                     | \$158.00 |
| Intern Architect.....  | \$152.00 |
| Land Planner.....  | \$147.00 |
| Senior Proposal Coordinator .....                              | \$142.00 |
| BIM Specialist.....  | \$137.00 |
| Technician, Marketing Content Creator.....                     | \$105.00 |
| Project Accounting Coordinator, Administrative Assistant ..... | \$105.00 |

### Reimbursable Expenses

|                             |            |
|-----------------------------|------------|
| Consultants' Services       | cost + 10% |
| Prints                      | cost + 10% |
| Postage and Shipping        | cost + 10% |
| Mileage and Travel Expenses | cost + 10% |
| Copies                      | cost + 10% |

January 1, 2026


NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2027, at which time they may be adjusted by the Design Professional.



## SIGNATURE PAGE

This is an Agreement made as of March \_\_\_\_, 2026 between City of Lawrenceville (herein called the CLIENT), and Lose & Associates, Inc., dba Lose Design (herein called Lose Design or the DESIGN PROFESSIONAL).

- I. Client and Lose Design, for the mutual considerations hereinafter set forth agree that the services for Lose Design Project Number 25146-1, Project Name "Parking Lot Expansion – Lawrenceville, GA", shall conform to the Scope of Services.
- II. Client agrees to pay Lose Design as compensation for its services in accordance with the Fees Section in the proposal. Fees and other charges will be invoiced monthly by Lose Design. The amount of each invoice shall be due at the time of billing.
- III. The person signing this Agreement warrants he has authority to sign as, or on behalf of, the Client. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
- IV. When signed by both parties, this Professional Services Agreement, including the attached Scope of Services/Fees, Terms and Conditions, and Hourly Rate Schedule attached to this document, constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. Any and all prior representations, promises, warranties, or statements by Lose Design that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement can be modified only in writing which must be signed by both parties.

| Agreed to by CLIENT:             | Agreed to by DESIGN PROFESSIONAL: Lose Design  |
|----------------------------------|--|
|                                  |  |
| By (Authorized Signature)        | By (Authorized Signature)  |
|                                  | Whit Alexander   |
| Signer's Name (Typed or Printed) | Signer's Name (Typed or Printed)   |
|                                  | Executive Vice President   |
| Title                            | Title  |
|                                  | 3/02/26  |
| Date                             | Date   |

**To Whom Should Invoices Be Directed:**

NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_