

PROPOSAL FOR  
INTERIOR DESIGN CONSULTANCY SERVICES  
2019-03161



# Hilton Anatole Tower Guestroom Refresh Dallas, Texas

**MR. JEFF MONDLOCK**

Director of Finance

**Hilton Anatole Hotel**  
2201 Stemmons Freeway  
Dallas, Texas  
United States

Dear Mr. Jeff Mondlock,

Thank you for inviting Wilson Associates to submit a proposal to upgrade 715 Tower guestrooms and suites, corridors and executive lounge to Hilton brand standards and ADA compliance. We are honored to submit this proposal and appreciate your consideration.

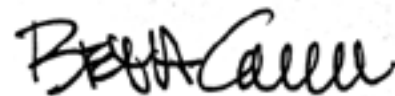
The Hilton Anatole is a property that holds tremendous significance for Wilson Associates. It was our firm's first hotel contract and it changed trajectory of our growth from an up-and-coming restaurant design company, to a formidable force in international hospitality design. The lore of Trisha Wilson's Anatole pitch is woven deeply into the fabric of our culture and reminds us of her mantra, "If we can dream it, we can do it."

Our expertise is built on the diverse talent of our designers, who are known for creating design solutions that align with our Clients' vision. While we remain proud of the work we did on the Anatole's original interiors—40 years later, we have the depth of more than 300 creatives who continuously strive to elevate our designs in terms of quality, efficiency, timeliness, innovation and style.

We bring extraordinary value, in terms of our shared history, our extensive hospitality experience, and our intimate understanding of Hilton Anatole's iconic status in the Dallas market. We look forward to partnering again in your pursuit of continued strength of brand, commitment to service, and demanding execution.

The following pages outlines our process and assumptions, as well as our proposal for the Tower Guestroom Renovation. If appropriate, we would gladly discuss this proposal in greater detail to ensure our assumptions are in line with your vision and needs. Our goal is to provide you the best possible solution to bolster your business.

Sincerely,



**Beth Ann Campbell**  
Chief Executive Officer

OUR VISION **At Wilson Associates, we seek to redefine the creative design industry by inspiring, enriching and engaging the human experience.**

OUR PURPOSE

**We create experiences that invigorate the soul.**

OUR MISSION

**We understand the value of time to our clients and guests, which drives us to innovate design solutions that foster profound engagement.**

WE VALUE

**Stretching Boundaries**

Insatiable Curiosity  
Global Innovation  
Multicultural Influence  
Fearlessness

**Meaningful Relationships**

Enthusiasm  
Collaboration  
Authenticity  
Engagement

**Resilience Thinking**

Embracing Change  
Courage  
Credibility  
Confidence



/// WILSON ASSOCIATES

# 10 STUDIOS WORLDWIDE

Wilson Associates is a collection of global studios and design-minded creatives providing interior architectural design, architecture, art consultancy, concept development, branding and food & beverage design.

LOS ANGELES

DALLAS

NEW YORK

LONDON

PARIS

DUBAI

BANGKOK

SINGAPORE

SHANGHAI

TOKYO



# INTERIOR DESIGN®

**Global Hospitality Giants**

**Our holistic approach to interior architectural design is expressed through a range of services and project types.**

### **Services**

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Interior Architecture Design  
Food & Beverage Design  
Architectural Design  
Lighting Design  
Signage & Graphics  
Art Consultation

### **Project Types**

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Hotels  
Resorts  
Casinos  
Food & Beverage  
Residential  
Specialty



A modern restaurant interior with a curved wall, tables, and a wine cellar. The scene is dimly lit with warm ambient lighting and starburst ceiling lights. The background shows a multi-level structure with glass railings and a wine cellar with shelves of bottles.

**75** Industry Awards  
in the last 5 years

**30** Gold Key Awards

AUTOGRAPH  
COLLECTION™

LOTTE  
HOTELS & RESORTS

  
FOUR SEASONS  
*Hotels and Resorts*

  
Hilton  
HOTELS & RESORTS

SOFITEL  
LUXURY HOTELS

  
MGM GRAND

  
ITC HOTELS  
RESPONSIBLE LUXURY

PARK HYATT®

*Fairmont*  
HOTELS & RESORTS

*Kempinski*  
HOTELIERS SINCE 1897

We partner with the world's most  
distinguished  
brands

  
SHANGRI-LA  
HOTELS and RESORTS

  
HOTELS

  
INTERCONTINENTAL  
HOTELS & RESORTS

ARMANI



ST REGIS

WALDORF  
ASTORIA®

*Montage*

  
THE RITZ-CARLTON®

VICEROY

CONRAD  
HOTELS & RESORTS™

*Sands*  
LAS VEGAS SANDS CORP.

  
JW MARRIOTT.

# We have extensive experience partnering with Hilton Hotels & Resorts

## Projects

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Conrad Hotel, Bangkok, Thailand  
Conrad Hotel, Makkah, Saudi Arabia  
Conrad Jupiters, Gold Coast, Australia  
Conrad Koh Samui Resort & Spa, Koh Samui, Thailand  
Conrad Resort & Spa, Rangali Island, Maldives\*  
Doubletree Hotel, Haikou, China (F&B outlets)  
Doubletree Hotel, Jiangmen, China  
Doubletree Hotel, Kuala Lumpur, Malaysia (F&B outlets)  
Doubletree Hotel at The City, Orange, California  
Hilton Americas, Houston, Texas  
Hilton Anatole, Dallas, Texas  
Hilton Beijing Wangfujing, Beijing, China  
Hilton Hotel, Chengdu, China  
Hilton Hotel, Berlin, Germany\*  
Hilton Hotel, Chennai, India (F&B outlets)  
Hilton Hotel, Ft. Worth, Texas

Hilton Hotel, Hefei, China  
Hilton Hotel, Jinan, China  
Hilton Hotel, Qingdao, China  
Hilton Hotel, Singapore\*  
Hilton Luxor Resort & Spa\*  
Hilton New York, New York, New York  
Hilton San Antonio Airport, San Antonio, Texas  
Hilton Sentral, Kuala Lumpur, Malaysia  
Hilton Shanghai Hongqiao, Shanghai, China  
Hilton Hotel, Zhuhai, China  
Hilton Hotel, Zhuji, China  
Waldorf-Astoria, New York, New York  
Waldorf-Astoria Arizona Biltmore, Scottsdale, Arizona  
Waldorf-Astoria Resort & Club, Boca Raton, Florida

\* Denotes renovation.



Over 300 employees  
speaking 30+ languages

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# Project Approach

Methodology

Quality Assurance

Commitment to Sustainability

## Project Approach

### Methodology

When Trisha Wilson heard about plans for a new convention hotel in Dallas, the founder and namesake of our firm wrote a letter to Trammel Crow. Her small team had designed interiors for several area restaurants, and she hoped to be considered for one of the eight F&B venues at the new Anatole Hotel. To her surprise, not only did Mr. Crow agree to hear her pitch, she walked away from the meeting with the commission for interior design of the entire hotel.

Hilton Anatole is the project that launched Wilson Associates into the world of hospitality design. When it opened, it was the largest meeting hotel in the United States by more than 300 keys. Its tastefully appointed guestrooms, the drama of the soaring atriums, and the extravagant display of art throughout the property made it an instant landmark. Today, Wilson Associates creates landmarks all over the world—from a designer hotel inside the world's tallest building, to royal palaces, luxury resorts and Michelin-star restaurants.

The prospect of once again contributing to the success of this iconic institution feels like homecoming to us. If awarded this opportunity, it will be led by Senior Design Director Connie Jackson, whose first job at Wilson was to provide design support for this very property. In her 40 years with our firm, Connie has been a strong contributor in the development of our methodology, our organizational culture, and our commitment to customer service.

We are passionate about providing our clients with the highest quality design and deliverables while maintaining dedication to the project schedule and budget. We encourage our team to actively pursue research of the hospitality industry and seek out opportunities to experience examples of these spaces as a guest, both individually and as a team, bringing this valuable perspective to our projects and clients.

At Wilson Associates, we have built a collaborative environment throughout our firm, allowing teams to gather insight and inspiration from each of our studios/offices. Understanding that great ideas come from a variety of places, we begin our projects by gathering a diverse team and fostering ideas at both a concept and

maximum functionality level.

At the onset of each project, we define a clear organizational structure. We build our team based on experience and skill sets, and each includes a dedicated project manager and lead designer to take the project from conception to opening. An initial project meeting ultimately defines the overall design approach, projects staffing needs and creates a clear path for all team members moving forward. Internally, dedicated manpower resources are monitored during weekly project meetings. Schedules and deliverables are updated as needed. Administrative project reviews occur on a bi-weekly basis. And regular design reviews occur weekly.

Throughout all design phases, Wilson Associates will coordinate with the client's entire project team of specialty consultants through the architect or project manager. We will schedule multiple high-level internal and client project reviews to ensure that the overall concept is maintained, that the design is functionally operational and that it is attainable given the client-provided project budget.

We focus on clear and timely communication with our clients and the other members of the project team from start to finish, leading where we are responsible and coordinating with all other team members as we progress. The primary channel for communication within the project will be design team meetings which will be held with the owner, operator, project manager, design team, and the owner's specialty consultants. These meetings will 1) provide a status report on the design, 2) provide a review and approval of work completed, 3) allow coordination time with the entire project team and 4) establish objectives for the next month's work.

We appreciate owner input and consultant reviews on all aspects of the project. We also encourage the introduction of the general contractor, operator and purchaser into the project by the end of the concept phase. This allows maximum input throughout the design development process, minimizes the risk for major redesigns in later project phases, limits requests for information (RFIs) and creates an efficient and productive project construction phase.





Armani Hotel, Dubai, UAE

## Quality is built in to our design process.

Over the firm's 45 years of operation, this QA Program has been developed to ensure that project services are carried out in a thorough, coordinated fashion, delivering a completed nment with no surprises for the client.

**Our Quality Assurance program includes basic procedures for:**

- Appropriate assignment of work tasks for all phases of work.
- Proper scheduling and budget coordination.
- Thorough documentation and retention of project decisions.
- Proper document preparation by trained technical staff with principal and team peer review to assure performance within recognized standards of professional practice, contractual agreements, and client directions.
- Periodic review of work in progress by persons outside the design team and coordination with project program schedules and budgets.
- Monitoring the correct use of in-house computer resources.
- Proper design and drafting of all documents.
- Review of drawings and specifications at phase intervals.
- Principal authorization of documents prepared for bidding.
- Thorough bid evaluation relative to required scope of work.
- Site observation, reporting and shop drawing/submittals review and processing.
- Final punch list review.

In actual practice, Quality Assurance takes place at project intervals coordinated with the Client's work product delivery schedule. Prior to each project milestone, the Design Principal, and Project Manager review the status of the entire design team's efforts, issue directives to in-house personnel and consultants and, when necessary, inform the Client of items that may affect previously agreed upon directives. The firm's project team performance stays consistent from start to finish, guaranteeing a continual and complete monitoring of service and document quality, based upon a thorough understanding of project requirements throughout the course of the job.

**Project Approach**  
Commitment to Sustainability

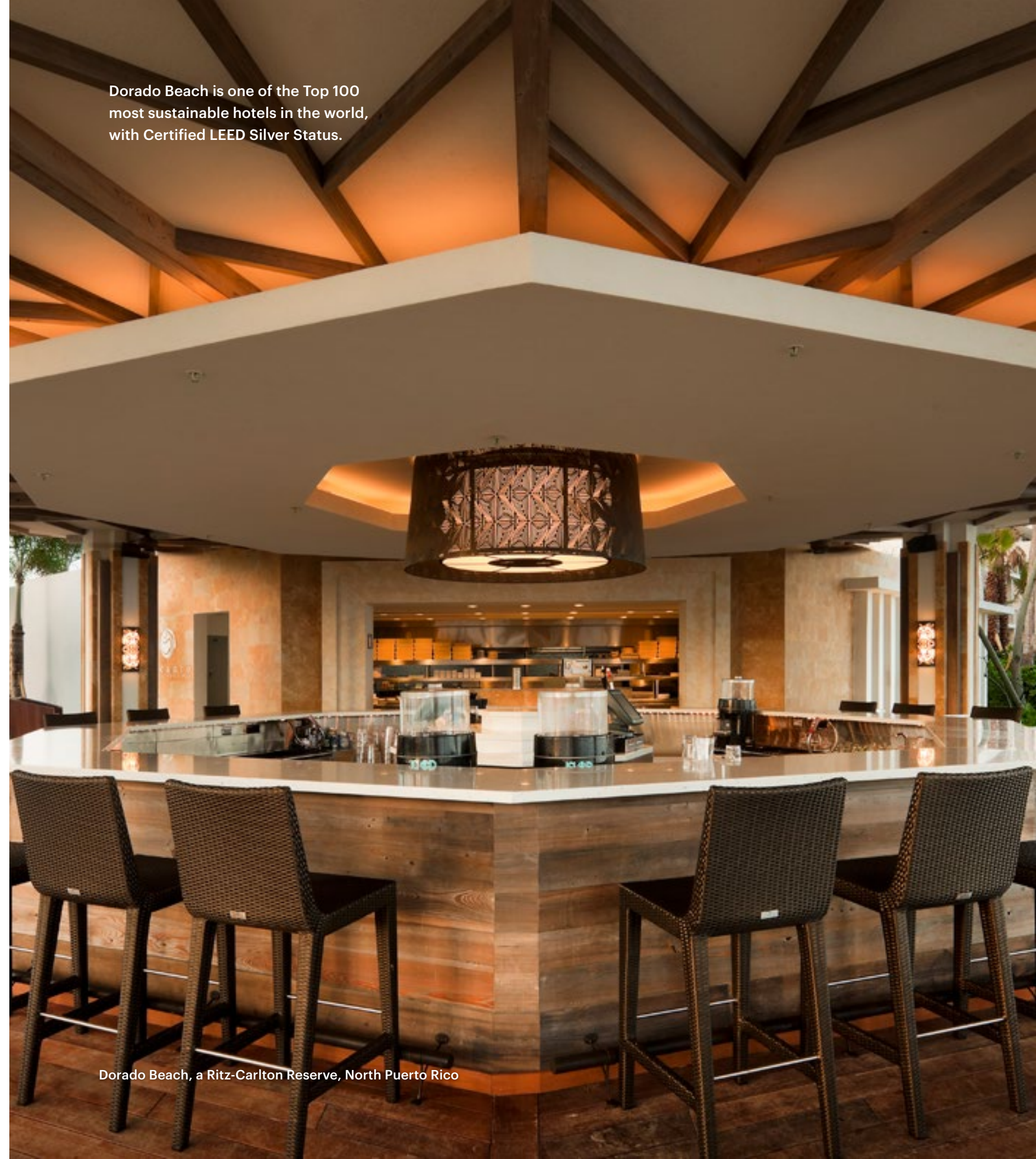
# Sustainability doesn't have to be expensive.

Sustainability can be incorporated into any project and doesn't always equate to an increase in budget. Cost-effective sustainable design to achieve a successful ROI can be accomplished on any project or building type, no matter the location.

Construction projects are some of the chief consumers of resources and we are strong believers in pushing the limits of environmentally-responsible design to preserve and enrich the environment we live in without compromising the future to meet our own needs.

Our industry is a pioneer in environmental accountability and we take this seriously. As such, we firmly entrench sustainable concepts into not only our clients' projects, but we embed them in our own design teams, daily operations and processes.

Dorado Beach is one of the Top 100 most sustainable hotels in the world, with Certified LEED Silver Status.



Dorado Beach, a Ritz-Carlton Reserve, North Puerto Rico

# Relevant Experience

## Hotel

Rosewood Inn of the Anasazi, Sante Fe, New Mexico

JW Marriott Downtown Houston, Houston, Texas

Skye Niseko, Hokkaido, Japan

Resort Hotel, Hollywood, Florida

Sofitel Mexico City, Mexico City, Mexico

The Inn at Palmetto Bluff, A Montage Resort, Palmetto Bluff,  
South Carolina

Dorado Beach, A Ritz-Carlton Reserve, Dorado, Puerto Rico

Gaylord Texan Resort & Convention Center, Grapevine, Texas



# Rosewood Inn of the Anasazi

Santa Fe, New Mexico

Rosewood Inn of the Anasazi is a Santa Fe landmark. Originally designed by Wilson Associates more than 20 years ago, the same team was asked to refresh the design concept. Today, the luxury hotel is a modern celebration of pueblo living, offering guests an authentic Southwest experience that celebrates the city's artistic spirit and Native American heritage.

## Project Type

Hotel Renovation

## Scope of Work

- Interior Design (Renovation)
- Hotel Rooms & Suites
- Public Spaces

## Completion

March 2016



Rosewood Inn of the Anasazi, Santa Fe, New Mexico



Rosewood Inn of the Anasazi, Santa Fe, New Mexico



# JW Marriott Downtown Houston

Houston, Texas

Housed in the 104-year-old Samuel F. Carter Building, formerly home to a bank, the JW Marriott Houston Downtown is the brand's first adaptive reuse project in Texas. Inspired by Houston's rich heritage and modern attitude, the Wilson Associates design team fused together the past and present in the design by incorporating the building's original design elements, including the hot-riveted steel beams into the new spaces, while updating the locale aesthetics.

## **Project Type**

Hotel / Adaptive Reuse

## **Scope of Work**

- Interior Design (Renovation)
- Hotel Rooms & Suites
- Public Spaces

## **Completion**

2016









# Skye Niseko

Hokkaido, Japan

The Sky Niseko is a luxury condominium-hotel ski resort located inside Japan's scenic Hokkaido National Park, perched above the village of Hirafu.

The quiet charm of Japanese cultural influences is channeled throughout the property in its contrasting bamboo and textured-slate surfacing. Guestrooms and suites are painted in varying shades of eggshell, while hand-tufted rugs in charcoal and gray anchor the concept and extend the aesthetic. In the lobby, raw, split-cut stone (resembling a cut-out slab of the mountain) contrasts with dark metal finishes. Simple furniture with clean lines contribute to the ambiance of sophistication and understated elegance.

## Project Type

Ski Resort

## Scope of Work

- Interior Design
- 5 Penthouses Suites
- Ski Valet
- Spa
- Common Areas

## Completion

2018





Skye Niseko, Hokkaido, Japan



Skye Niseko, Hokkaido, Japan



# Resort Hotel

Hollywood, Florida

An iconic hotel and casino is upping its game with an international initiative to elevate its brand. Wilson Associates has provided interior design consultancy for 638 guestrooms (including 13 individually themed and designed premiere suites), a luxurious spa and a private gaming parlor for this combination renovation/new build project in Hollywood, Florida.

The design team has used a variety of special finishes—such as brass inlay, exotic stones, metallic textiles and Venetian plaster—to create truly unique experiences throughout the property. The transitional style of the guestrooms was enhanced with high-end furnishings, and the introduction of a color palette inspired by the Florida sunset. While the hotel name and site photography is under wraps until opening, keep an eye out toward the end of October to see a familiar brand expressed in a new light.

## Project Type

Hotel & Casino

## Scope of Work

- Interior Design
- Guestrooms & Premiere Suites
- Spa
- Private Gaming Parlor
- Pool Tower with Swim-out Pools

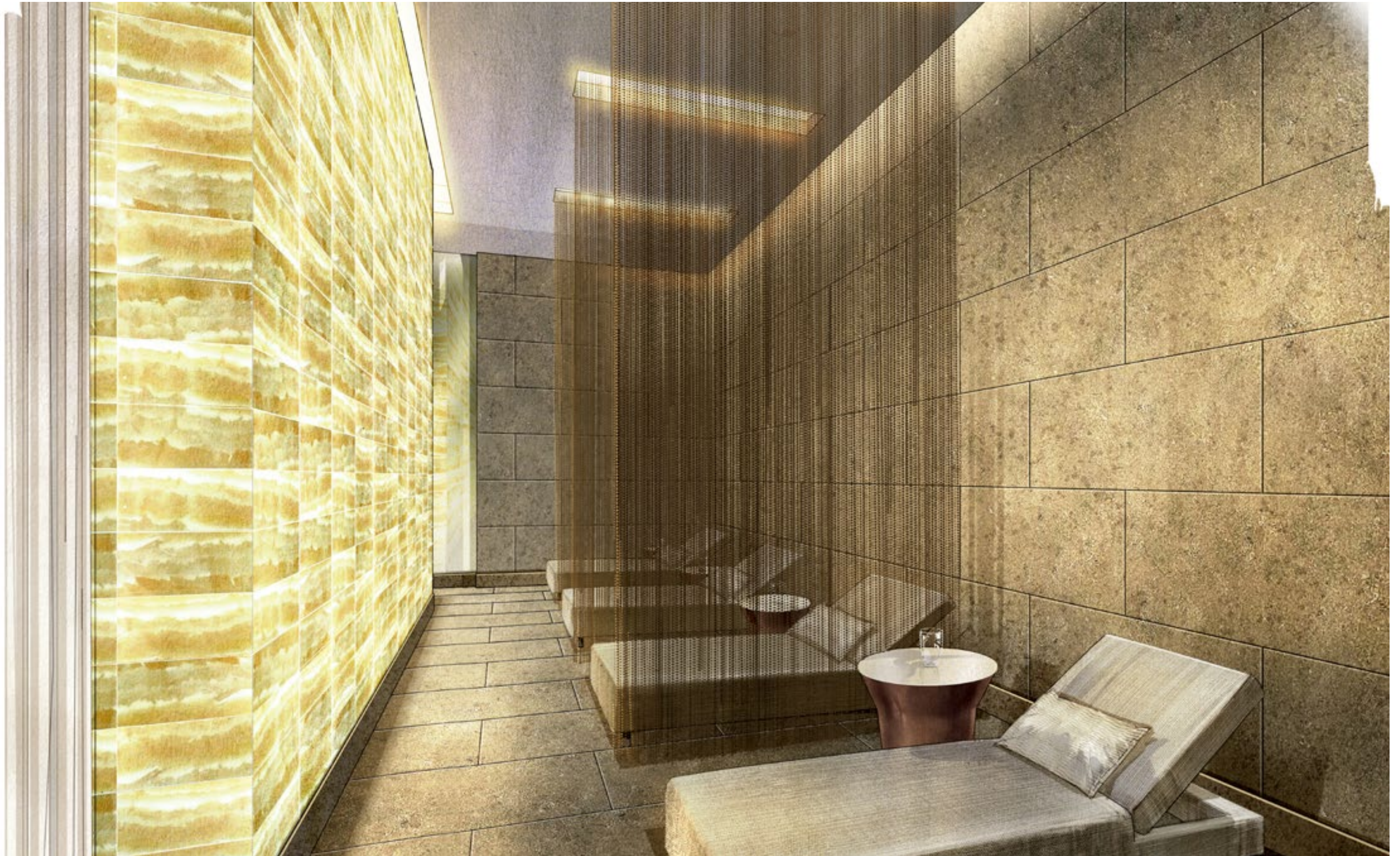
## Estimated Completion

October 2019













# Sofitel Mexico City

Mexico City, Mexico

Every Sofitel is a unique expression of its brand: French, iconic, and memorable. The Sofitel Mexico City is no different as it seeks to create a sensual and immersive experience throughout the hotel. Inspired by two of the most iconic architects from the 20th Century; the Swiss-born French architect Le Corbusier and the Mexican architect Luis Barragán, the design of Sofitel Mexico City represents the two masters' and their two cultures' pioneering thinking in spatial design, distinct color palettes, architecture and art, during the Modernist Movement. The Sofitel Mexico City embodies characteristics deploying rich color palettes expressed in contemporary and artistic ways through a variety of medium.

## **Project Type**

Urban Hotel

## **Scope of Work**

- Interior Design
- Guestrooms & Suites
- Public Areas

## **Completion**

March 2019







# The Inn at Palmetto Bluff, A Montage Resort

Palmetto Bluff, South Carolina

Montage Palmetto Bluff is nestled along the May River in the Lowcountry of South Carolina between Hilton Head Island and Savannah. Set within an award winning 20,000 acre development, the resort encompasses an extensive nature preserve, walking trails, a vibrant village, marina, restaurants, and a Jack Nicklaus Signature Golf Course. Accommodations include spacious cottages, guest rooms, suites and village homes that all pay homage to the region's rich heritage.

## Project Type

Hotel Renovation

## Scope of Work

- Guestrooms & Suites
- Lobby
- Food & Beverage Areas
- Ballroom & Function Areas
- Spa & Fitness Center
- Pools
- Public Areas
- Business Center
- Retail

## Completion

September 2016



The Inn at Palmetto Bluff, A Montage Resort , Palmetto Bluff, South Carolina



The Inn at Palmetto Bluff, A Montage Resort , Palmetto Bluff, South Carolina



# Dorado Beach, A Ritz-Carlton Reserve

Dorado, Puerto Rico

Assisting with renovation and recovery post-Hurricane Maria, the design team provided updates to the initial Wilson Associates design from nearly 10 years ago. Some new color schemes were added to the guestrooms to freshen the design. Adding some new Taino inspired rugs, designed by Wilson Associates' Michael Crosby and Liz Dauwe from the original designs Michael sketched nearly 10 years ago. The beds will have brand new custom designed bed throws, Taino inspired design and hand embroidered in India. The design and Taino inspiration strongly ties to the island and its culture and history. It makes this property unique – these designs can only be applied in this Ritz-Carlton property.

## **Project Type**

Hotel Renovation

## **Scope of Work**

- Arrival & Lobby
- Cabanas
- Sushi Bar
- Guestrooms
- Public Spaces

## **Completion**

November 2018



Dorado Beach, A Ritz-Carlton Reserve, Dorado, Puerto Rico



Dorado Beach, A Ritz-Carlton Reserve, Dorado, Puerto Rico



Dorado Beach, A Ritz-Carlton Reserve, Dorado, Puerto Rico





# Gaylord Texan Resort & Convention Center

Grapevine, Texas

The Gaylord Texan Resort wanted a hotel that added to the distinctive atmosphere of its shopping, dining, recreation and entertainment complex. Wilson Associates delivered with an overall scheme of Western sophistication and an evocative color palette that represented the diversity and richness of Texas' various regions and cultures—rustic reds, chocolate browns and beiges blended with splashes of bold color.

When the property was ready for renovation, our team was invited back. In fact, Wilson Associates is now working on the second refresh for the Gaylord Texan.

## **Project Type**

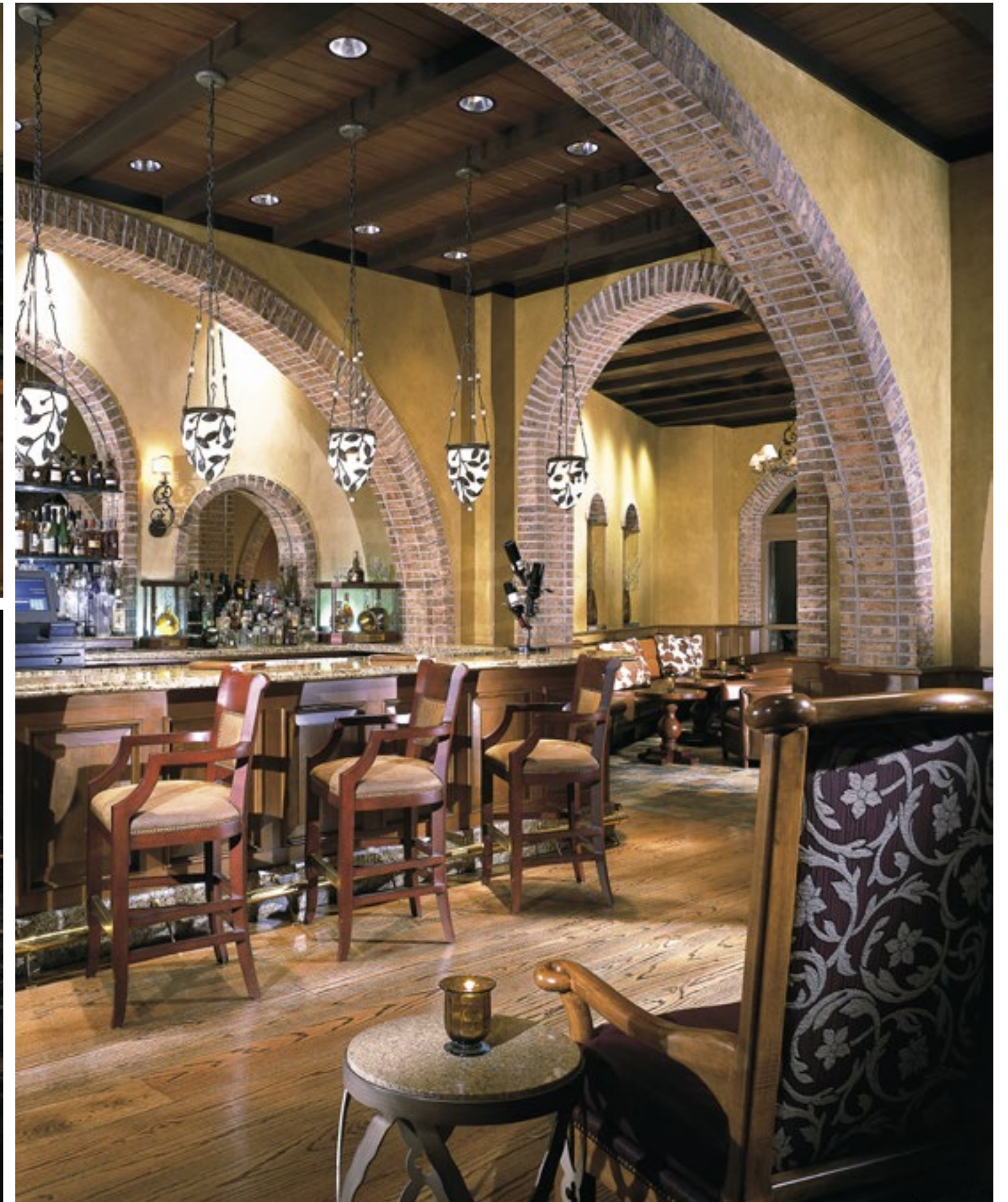
Convention Center Hotel

## **Scope of Work**

- Guestroom Tower - 524 keys
- Suites
- Meeting Space
- Pool Area
- Spa
- Food & Beverage



Gaylord Texan Resort & Convention Center, Grapevine, Texas



Gaylord Texan Resort & Convention Center, Grapevine, Texas

# Project Team

Who We Are  
How We Work  
Organigram

# Who we are.

## Hilton Anatole Tower Guestroom Refresh Team

### **Project Director,** Connie Jackson

Connie has personal experience designing for Hilton Anatole. As Project Director, Connie organizes and monitors all project activities to ensure the project is realized in accordance with the client's parameters and Wilson Associates' office standards. She will interpret the owner's requirements to create a holistic, integrated and timeless interior that reflects the client's vision and operator's brand standards. Connie guarantees services are delivered on schedule and within budget. She develops project goals in conjunction with other team members and maintains the work plan throughout the course of the project. Connie also recommends modifications to project delivery systems and establishes supplemental service requests when needed.

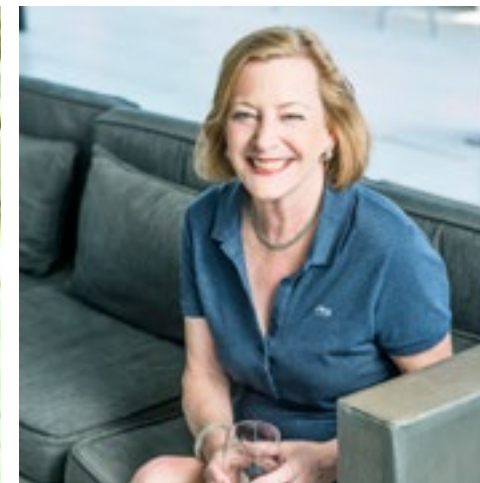
### **Senior Project Designer,** Lela Richardson

As Senior Project Designer, Lela Richardson oversees all stages of the interior architectural design and coordination of all loose furniture, fixtures and equipment. The Senior Project Designer coordinates with the project directors, designers and the client to develop project criteria, program and budget. Lela is responsible for conceptualizing the design intent of the entire project. The Senior Designer creates a holistic design concept that adheres to the client's criteria, taking into account the project's location, history and cultural context.

Both Connie and Lela have a wealth of experience in hospitality renovation projects to bring to Hilton.



**Beth Campbell**  
CEO, Wilson Associates




**Connie Jackson**  
Senior Project Designer




**Lela Richardson**  
Senior Project Designer

**Project Team**  
Organizational Chart




**Beth Campbell**  
CEO, Wilson & Associates

**Project Leadership**



**Connie Jackson**  
Senior Project Director  
POINT OF CONTACT



**Lela A. Richardson**  
Senior Project Designer

**Wilson Associates**  
Technical Design Team

**Wilson Associates**  
FF&E Design Team

**Wilson Global In-Sourcing**  
Production • Graphics • Specifications Support

## Beth Campbell

AIA, LEED AP

Chief Executive Officer, Wilson Associates



With more than 25 years of experience in global design, Beth Campbell is a formidable leader with an exceptional ability to navigate extremely complex scenarios. A LEED-certified, registered architect, Beth has a robust portfolio of high profile projects. Prior to Wilson, she spent 16 years at Gensler, serving as Managing Partner in Las Vegas, and Global Account Director in San Francisco.

Beth also served as the Executive Vice President and Head of Design for Westfield Corporation, where she successfully orchestrated an organizational transformation for the corporation’s internal design team. She has a Bachelor of Architecture degree and a Master of Business Administration degree, in addition to being LEED-certified and a registered architect.

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2018–Present

*“The devil whispers,  
‘You can’t withstand the storm.’  
The warrior replied, ‘I am the storm.’”*

### Education

Golden Gate University  
San Francisco, California, USA  
Masters of Business Administration

Kent State University  
Kent, Ohio, USA  
Bachelor of Architecture

### Languages

English

### Professional Accreditations

AIA  
LEED AP  
Licensed Architect  
Certified Professional Coach

### Project Experience

**Resorts World**, Las Vegas, Nevada  
**Sofitel Le Scribe**, Paris France

### Previous Experience

**Fairmont Hotel**, Pittsburgh, Pennsylvania  
**SLS Las Vegas Resort**, Las Vegas, Nevada  
**Caesars Mixed Use Entertainment**, Las Vegas, Nevada  
**MGM Vdara Renovations**, Las Vegas, Nevada  
**LIFE Nightclub Renovation**, Las Vegas, Nevada  
**The Axis Theater Renovation**, Las Vegas, Nevada  
**MGM Springfield Resort**, Springfield, Massachusetts  
**Fayette Village Shops**, Columbus, Ohio  
**Forest City Amphitheater**, Pittsburgh, Pennsylvania  
**University Town Center**, San Diego, California  
**New York Board of Trade**, New York, New York  
**American Stock Exchange New York**, New York, New York  
**Detroit Public Arts HS Broadcast Media**, Detroit, Michigan  
**Las Vegas Monorail Expansion**, Las Vegas, Nevada  
**Chicago Transit Authority – Red Line**, Chicago, Illinois  
**Allegiant Airlines Corporate HQ**, Las Vegas, Nevada  
**The Grid Office Park Las Vegas**, Las Vegas, Nevada  
**Three PNC Tower Pittsburgh**, Pittsburgh, Pennsylvania  
**Pinnacle Gaming HQ Las Vegas**, Las Vegas, Nevada  
**Century City**, Los Angeles, California  
**Horton Plaza**, San Diego, California  
**Montgomery**, Bethesda, Maryland  
**University Town Center**, San Diego, California

# Beth Campbell

AIA, LEED AP

Chief Executive Officer, Wilson Associates



Fairmont Hotel, Pittsburgh, Pennsylvania



Axis Theater Renovation, Las Vegas, Nevada, USA



SLS Las Vegas, Las Vegas, Nevada, USA

## Continued Project Experience

- NBC + Univision Networks
- HP Global Portfolio Optimization
- Salesforce.com Global Expansion
- Caesars Workplace Strategic Plan, Las Vegas, Nevada
- Genentech, South San Francisco, California
- McCann Erickson, San Francisco, California
- Bank One Corporate HQ
- AT&T Workplace Strategic Plan
- New York Life, West Coast Portfolio
- Northbay Health Care HQ, Fairfield City, California
- Bank of America Bay Area Strategic Plan
- Credit Suisse First Boston, Chicago, Illinois
- Progress Energy HQ, Atlanta, Georgia
- IFS National Portfolio
- Bank One Expansion, Chicago, Illinois
- Cashman Center Development, Las Vegas, Nevada
- Pinnacle Gaming HQ, Las Vegas
- San Francisco Centre, San Francisco
- World Trade Center, New York City
- Valley Fair, San Jose CA
- Garden State Plaza, New Jersey

## Speaking Engagements

- SIOR Convention – Design Trends
- Globe Street Live – Design Trends
- NAIOP Las Vegas – Creativity in the workplace
- IWF – Women in Leadership
- IIDA Global Shop 2015 – Trends in Retail
- Gensler Global Meeting – Las Vegas Economic Evolution
- AWFS Global Convention – Design Trends
- Gensler Design Forum - Host/MC Client Event
- Tocqueville Society – Evolution of the LV Museum
- Reality Executives – Economic Trends in Construction
- AGC – Construction Trends
- Downtown Project – Women in Design

## Publications

- Thrive Global - A “Positive” Influencer
- The Architects Newspaper – Design Trends
- Globe Street – Tech impacts on leasing trends
- Business Voice Magazine – Spotlight on achievements
- LV Review Journal – SLS Grand Opening
- Hotels Magazine – SLS Opening
- Allegiant Air – internal video
- LV Construction Quarterly – SLS Opening
- Hotel Design Magazine – SLS Opening
- Nevada Business Magazine – A&E Leaders profiled



*“The secret to success is good leadership, and good leadership is all about making the lives of your team members or workers better.”*

## Connie Jackson

*ASID, IDCEC, NCIDQ Certified,  
Licensed Registered Designer in Texas, Louisiana and  
Florida  
Senior Project Director*

Connie’s 40-year career at Wilson Associates is defined by her reputation for creativity, integrity and client service excellence. As Senior Design Director, she has led an impressive list of projects at high-profile properties.

Connie is described as energetic, determined and dedicated, not only in her professional endeavors, but in all aspects of her life. Her civic and volunteer engagements include 13 years as a Commissioner on the Planning & Zoning Board in Rockwall, Texas; Board of Directors’ member and chairman of the Family Selection Committee at Habitat for Humanity; and Member of the Texas Christian University Design Advisory Board.

Connie has a Bachelor of Science Degree in Interior Design. She is a licensed Interior Designer In Texas, Louisiana and Florida. In her spare time, Connie enjoys travel, golf and gardening. She and her husband have traced their family genealogy back to the American Revolution and they are currently documenting their ancestry to be recognized as Mayflower descendants.

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1979–Present

### Education

Texas Christian University,  
Fort Worth, Texas  
Bachelor of Science, Interior Design

### Languages

English

### Professional Accreditations

ASID 22685  
IDCEC 21-00003792  
Licensed Registered Designer:  
• Texas 1433  
• Louisiana 1366  
• Florida ID5039  
NCIDQ Certificate #3773

### Project Experience

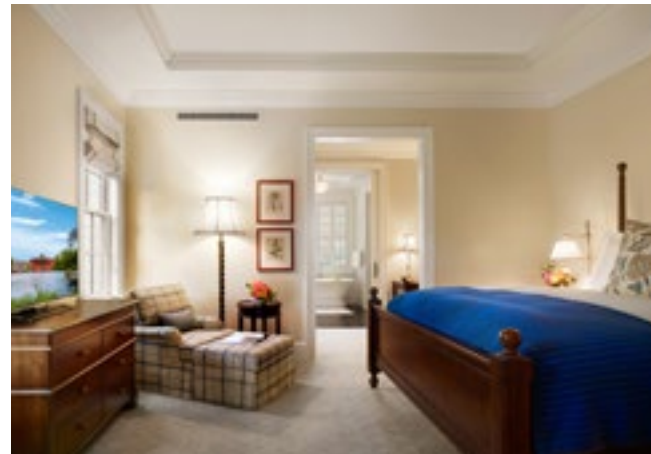
**Arizona Biltmore**, Phoenix, Arizona  
**AT&T Education & Conference Center**, Austin, Texas  
**Burnett Oil**, Fort Worth, Texas  
**Euro Disneyland - Davy Crockett Park**, Paris, France  
**Euro Disneyland - Sequoia Lodge**, Paris, France  
**Euro Disneyland - Santa Fe Hotel**, Paris, France  
**Euro Disneyland - Cheyenne Hotel**, Paris, France  
**First National Bank (Downtown Branch)**, Lubbock, Texas  
**Fort Worth Zoo**, Fort Worth, Texas  
**Gaylord Texan Resort & Conference Center**, Grapevine, Texas  
**Golf Club of Oklahoma**, Broken Arrow, Oklahoma  
**Grand Hyatt DFW**, Dallas/Fort Worth International Airport, Texas  
**Good Shepherd Medical Center**, Longview, Texas  
**Hilton Americas**, Houston, Texas  
**Hyatt Classic Residence**, Palo Alto, California  
**Hyatt McCormick Place Hotel**, Chicago Illinois  
**Hyatt Regency Hill Country Resort**, San Antonio, Texas  
**Inn of the Anasazi**, Santa Fe, New Mexico  
**Ken Batchelor Cadillac**, San Antonio, Texas  
**Lone Star Simulcast Building**, Grand Prairie, Texas  
**Marriott Grand Lakes Vacation Club**, Orlando, Florida  
**Meadows Foundation**, Dallas, Texas  
**Montage Hotel at Palmetto Bluff**, Bluffton, South Carolina  
**Park Place Motor Cars - Jeep Division**, Dallas, Texas  
**Rancho Las Palmas**, Palm Springs, California  
**Renaissance at Hudson’s Bay Centre**, Toronto, Canada

## Connie Jackson

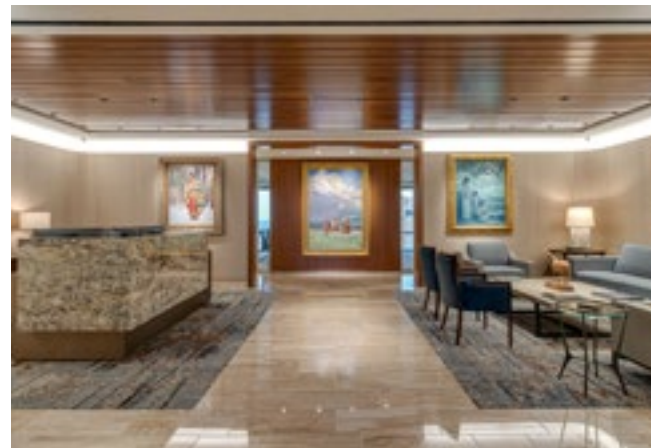
ASID, IDCEC, NCIDQ Certified,  
Licensed Registered Designer in Texas,  
Louisiana and Florida  
Senior Project Director



Rosewood Inn of the Anasazi,  
Santa Fe, New Mexico



Montage Palmetto Bluff,  
Bluffton, South Dakota



Burnett Oil Headquarters,  
Fort Worth, Texas

### Continued Project Experience

Sewell Buick, GMC, Dallas, Texas  
Sewell Cadillac, Dallas, Texas  
Sewell Cadillac, Houston, Texas  
Sewell Infiniti, Dallas, Texas  
Sewell Infiniti, Fort Worth, Texas  
Sewell Lexus Body Shop, Dallas, Texas  
Sewell Lexus, Dallas, Texas  
Sewell Lexus, Fort Worth, Texas  
Sewell Subaru, Dallas, Texas  
Sewell Village Cadillac, Dallas, Texas  
Trive Capital, Dallas, Texas  
Walt Disney's Caribbean Beach Resort, Orlando, Florida  
Walt Disney's Fort Wilderness Lodge, Orlando, Florida  
Westin La Cantera Resort, San Antonio, Texas  
University of Texas Golf Club, Austin, Texas

### Publications

Inspire Design, "First Look: Hilton Americas-Houston," June 2019.  
Dallas Morning News, "Rockwall Zoning Official wins Habitat Design Duel," November 2011.  
Dallas Morning News, Neighbor's Go, "Design Duel" November 2011.  
Rockwall County News "Rockwall Planning and Zoning commissioner featured in Dallas' Design Duel," November 2011.  
New Look, "Connie Jackson, Project: Hyatt Regency Clearwater Beach Resort & Spa," March/April 2010.  
NEWH, "Who's Who," March 2009.  
Dallas Business Journal, "Executive People: Public Eye," January 2009.  
Hotel Design, "2009 Color Forecast," October 2008.  
Park Cities People, "Design for the Rest of Your Life: Hyatt Classic Residence," July 2007.  
D Home, "The Best of the Best", Connie Jackson named in the 29 best local contract designers. February 2006.  
Hotel Business, "Architects/Designers See Light At End of Tunnel," August/September 2003.

### Speaking Engagements

"Context," Fay Jones School of Architecture Lecture Series, University of Arkansas, October 2011.  
Point of Excellence Awards Luncheon, 1990-2015.

## Lela Richardson

NCIDQ

Senior Project Designer



*“Find what inspires you and live it.”*

As senior project designer, Lela is responsible for conceptualizing the design intent of the entire project. Lela’s vast experience in the hospitality interior design industry has resulted in acclaimed properties across the globe for well-known brands such as Renaissance, The Ritz-Carlton, Hilton, InterContinental and more.

Lela is an expert in FF&E and an intrepid explorer. She is passionate about creating interesting color palettes and spaces filled with unexpected textures and finishes. She is a licensed interior designer and graduate of the Savannah College of Art & Design, where she received a Bachelor of Fine Arts in interior design, and Florida Southern College, where she earned an MBA in international business.

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2018–Present

### Education

Florida Southern College,  
Lakeland, Florida  
Master of Business Administration, International  
Business

Savannah College of Art & Design,  
Savannah, Georgia  
Bachelor of Fine Arts

### Languages

English

### Professional Accreditations

NCIDQ

### Project Experience

**Dongshanhai Haiyan Resort**, Huidong, China  
**Fairfield Residence - Totem Lake**, Kirkland, Washington  
**Four Seasons Jackson Hole**, Teton Village, Wyoming  
**Hilton Makkah Convention Hotel**, Makkah, Saudi Arabia  
**InterContinental Hotel Jeddah**, Jeddah, Saudi Arabia  
**The Ritz Carlton Pentagon City**, Arlington, VA  
**The Ritz Carlton Saadiyat Beach Resort**, Abu Dhabi, UAE  
**St. Regis Macao**, Cotai, Macau  
**Westin Houston Oaks**, Houston, Texas  
**The Village Town Center - Anise Restaurant**, Dallas, Texas

### Previous Experience

**Augusta Country Club**, Augusta, Georgia  
**The Bohemian Savannah Riverfront**, Savannah, Georgia  
**Cherokee Country Club**, Atlanta, Georgia  
**Columbia Place Condominiums**, Savannah, Georgia  
**Country Club of Buffalo**, Buffalo, New York  
**Dubai Towers - Dubai Lagoons**, Dubai, UAE  
**Forsyth Park Restaurant**, Savannah, Georgia  
**Gaylord Opryland New All-suite Hotel Tower**, Nashville, Tennessee  
**Gaylord Opryland**, Nashville, Tennessee  
**The Georgia Dome**, Atlanta, Georgia  
**Georgia Tech Hotel**, Atlanta, Georgia  
**Grand Bohemian St. Petersburg**, St. Petersburg, Florida  
**Hilton Milwaukee City Center**, Milwaukee, Wisconsin  
**Hyatt Regency Long Island**, Hauppauge, New York  
**JW Marriott**, Kazakhstan, Almaty, Kazakhstan  
**Market House Restaurant**, Lake Forest, Illinois

## Lela Richardson

NCIDQ

Senior Project Designer



The Ritz-Carlton Saadiyat Beach Resort - Spa, Abu Dhabi, UAE

### Continued Project Experience

- Marriott Boulder, Boulder, Colorado
- Marriott Wardman Park, Washington DC
- Mission Hills Country Club, Kansas City, Kansas
- The Piedmont Club, Spartanburg, South Carolina
- Pfister Hotel, Milwaukee, Wisconsin
- Pier 2602, San Francisco, California
- Renaissance - Ft. Lauderdale, Ft. Lauderdale, Florida
- The Ritz Carlton - Toronto, Toronto, Ontario
- Sheraton Cypress Creek, Ft. Lauderdale, Florida
- Solis Lusail, Lusail, Qatar
- W Hotel Buckhead, Atlanta, Georgia
- Westin Chattanooga, Chattanooga, Tennessee
- Westin Houston Galleria, Houston Texas
- Wynlakes Country Club, Montgomery, Alabama



Dongshanghai Haiyan Resort - Lobby, Huidong, China



Dongshanghai Haiyan Resort - Sand Bar, Huidong, China

### Publications

Hotel New Now, "From sales to tech: Predictions for 2019," Danielle Hess, January 2019.

Lodging News, "Five Hospitality Designers on Pantone's Color of the Year and 2019 Trends" Kristine Killion, December 2018.

Accom News, "Australia, :See what defines 2019 accom design," Danielle Hess, June 2018.

Hotel News Now, "Contrasting colors, natural hues to define 2019 design," Danielle Hess, June 2018.

# Project Understanding

Introduction

Scope of Services

Scope of Work

## Project Understanding

### Introduction

## Project Background & Scope

Wilson & Associates, LLC (“Designer”) — is pleased to present this proposal to Anatole Partners III, L.L.C. (the “Client”) to provide interior design consultancy services (the “Services”) for the Hilton Anatole Tower Guestroom Refresh (the “Project”) located in Dallas, Texas (“Location), to renovate to Hilton Brand and make ADA compliant, under the terms and conditions noted herein.

## Summary

### Scope of Services

Phase 1	Concept Design
Phase 2	Schematic Design
Phase 3A	Design Development
Phase 3B	Mock-up room
Phase 4	Interior Construction Documentation
Phase 5	Bid/Award + Construction Administration

### Currency

All fees noted in this Proposal are expressed in U.S. dollars, unless otherwise noted.

### Out of office Time

30 out-of-office days throughout the life of this contract are included within the total fee. Out of office days include site visits, meetings with owner, factory visits, etc. Additional out-of-office days shall be charged on a “per diem” basis.

### Travel Expenses

Reimbursable monthly by Client.

### Proposal Validity

This Proposal shall remain valid for sixty (60) days from the date of Proposal.

### Existing CAD Documents

Client shall provide existing current CAD documents of existing areas to be renovated.

## Hilton Anatole Tower Guestroom Refresh Scope

Wilson Associates shall design the following areas based on the area program and design brief provided by the Client on 09 September 2019. Changes to the scope as outlined herein may result in additional fees and alterations to the Designer’s schedule.

The scope of the project is as follows: To upgrade (715) Tower guestrooms and suites, corridors and Executive Lounge. Suites names and theming could possibly change.

### Hilton Anatole Refresh Summary:

**Flooring:** New carpet, pad and profile rubber base in rooms and corridors. Existing entry tile and bathroom tile to remain as is unless repair is needed. Budget will determine if the existing base will be reused or replaced.

**Walls:** New paint and new wallcovering in rooms and corridors. New corner guards in corridor.

**Ceilings:** New paint and crown molding in rooms and corridors. Guestroom crown mold is existing. Budget will determine if the existing will be reused or replaced. Doors: New paint on all entry and bath doors and frames.

**Millwork:** New wet bar and dresser units (Likely as FF&E)

**Electrical:** New CAT6 cable and wall device plates. New light switches.

**FF&A:** All new furniture (Casegoods, soft goods, draperies, bedding (Mattresses, box springs) both hardwired and portable lamps, wallcoverings, art and accessories (as deemed necessary).

Room Type/ Area	QTY.
Double Queen - typical	260
King- typical	200
Corner Double Queen	20
Corner King	49
Extended Corner King	16
ADA Queen	4
ADA King	11
Interior Double Queen	44
Interior King short	38
Interior Murphy mtg suite Parlor Corner Murphy	3
Garden Hospitality Suite - Murphy	14
GP Margaret Thatcher Suite	1
GP Mary Kay Suite	1
GP Reagan Suite	1
Typical Corridor	22
Typical Corridor	

*Note: The above scope of work excludes all Back-of-House areas such as kitchens, laundry service areas, maid’s rooms, and employees’ areas, storage and equipment rooms, hotel administrative and executive offices. Designer reserves the right to revise this Proposal should any changes to the Scope of Work occur.*

## Project Understanding

### Scope of Services

Designer will provide interior design services according to the following phases of work. It is expected that some phases or design areas will proceed on varying schedules, and therefore shall be delivered and invoiced accordingly.

#### PHASE 1

### Concept Design

The purpose of this phase will be to establish the image concept and design direction for the main interior spaces of the Project. During this phase Designer shall:

#### Services

- Coordinate with the Client and related consultants to establish the following:
  - Site and local codes (as advised by the Project Architect)
  - Operator's brand standards and operational requirements
  - Operator's approved concepts/briefs for F&B outlets
  - Preferred suppliers and manufacturers
  - Budget and schedule
  - Method of tendering and procurement
- Work with the Client to define the "vision" for the project.
- Review the Architect's space planning for suitability with the goals and priorities developed with the Client. Provide up to two (2) options of space planning refinements for Client's approval. Major re-planning is excluded from Designer's scope and can be provided with compensation charged at Designer's hourly rates noted herein. Designer shall not be responsible for delays to the Project as a result of any revised space planning schemes, and any such approved scheme shall extend Designer's schedule accordingly.

- Unit Matrix: Designer shall work with the Client and operator provided unit matrix. If requested, Designer can further develop and refine the unit matrix as an Additional Service.

#### Deliverables

- Concept Design booklet to include:
  - Overall design narrative
  - Design concepts depicted through mood imagery
  - Suggested space planning refinements (if any)
- Preliminary material palettes in digital format
- Concept Design booklet in digital PDF format shall be provided for Client's review and approval.

## Project Understanding

### Scope of Services

#### PHASE 2

### Schematic Design

Upon Client's written approval of Phase 1, Designer shall proceed with the Schematic Design phase. The purpose of this phase is to further refine and develop the approved Concept Design direction into a Schematic presentation for Client and operator approval.

#### Services

- Prepare a preliminary presentation for the purpose of establishing a design direction with the Client. This presentation includes preliminary floor plan studies and Reflected Ceiling Plans (RCP).
- Provide initial FF&E studies, including material and finish selections, loose fabrics and furniture tear sheets and mood images. Designer shall review Owner's FF&E budget.
- Provide "visuals," either in the form of sketch vignettes or key elevations.
- Review and comment on planning and documentation by Architect and other consultants for compliance with the goals established in the Concept Design phase.
- Provide initial coordination with Project Architect regarding base building, MEP, and/or structural constraints, etc.
- Provide initial coordination with Client's specialty consultants such as lighting designer, A/V, artwork consultant, signage & wayfinding, etc.
- Re-evaluate project schedule and associated milestone dates.
- Work with Client to establish a preliminary budget for interior FF&E

#### Deliverables

- Schematic Design booklet to include:
  - Schematic level floor plans, furniture plans, finish plans and RCPs
  - Preliminary FF&E selections, color, material and finish selections in digital format
- Schematic Design booklet in digital PDF format shall be provided for Client's review and approval.
- Schematic level plans to be issued in CAD format upon approval of 100% Schematic Design booklet.

## Project Understanding

### Scope of Services

#### PHASE 3A

### Design Development

Upon Client's written approval of Phase 2, Designer shall commence with the Design Development phase. The purpose of this phase is to develop the technical package for coordination with related consultants by preparing the interior CAD drawings and finalizing FF&E selections.

#### Services

- Provide Design Development drawings to describe overall design intent. Drawings shall be in sufficient detail for preliminary pricing and coordination with related consultants.
- Finalize the selection of all FF&E to be used. Present developed design to Client for review and approval. If revisions are required, they will be incorporated into the design and presented for final approval in loose format.
- Provide design intent and locations for the artwork and accessories, all of which are to be finalized and documented by the Designer's preferred artwork consultant, engaged by Client.
- Coordination efforts with prime consultants
- Coordination with specialty consultants, such as Lighting Designer, Artwork Consultant, Signage & Wayfinding, etc.

#### Deliverables

- Design Development drawing package consisting of:
  - Plans
    - Floor Plan/Dimension Plans
    - Reflected Ceiling Plans (RCP)
    - Floor Finish Plans
    - Furnishing Plans
    - Electrical and Data Location Plans
  - Interior Elevations of major Project Areas
  - Preliminary interior architectural detailing required for coordination with consultants (millwork, joinery, cabinetry, ornamental metal/glass, etc.)
- Preliminary architectural and FF&E schedules: material references, plumbing fixtures
- Design Development drawings in digital PDF format shall be provided for Client's review and approval.
- Upon receipt of Client's approval and payment of all outstanding invoices, Designer shall release the Design Development drawings in CAD format.

## Project Understanding

### Scope of Services

#### PHASE 3B

### Mockup room

Concurrent with Phase 3A, Designer will produce a set of Mock-up/Model Room drawings to enable the Client to expedite the construction and approval of the Mock-up/Model room.

#### Services

- Provide full interior Construction Documentation and FF&E specifications for one (1) Typical Room Type and corridor section (collectively "MUR").
- Coordinate with related consultants in preparation of design documents and specifications.
- The approved MUR design and typical details will form the basis for all remaining room types.

#### Deliverables

- MUR Drawing Package
  - Plans:
    - Floor Plan/Dimension Plan
    - Reflected Ceiling Plan (RCP)
    - Floor Finish Plan
    - Furnishing Plan
    - Electrical + Data Location Plan
  - Interior Elevations
  - Details (millwork, cabinetry, joinery, ceiling coves, floor transitions, ornamental metal/glass, etc)
  - Specifications + Schedules:
    - FF&E Specifications: carpet, upholstery, furniture, etc.
    - Schedules: Architectural finishes, decorative lighting fixtures, sanitaryware, hardware, ironmongery, etc.
  - One (1) set of documents, including specifications/schedules in PDF format, shall be provided for Client's review and approval. Upon receipt of Client's approval and payment of outstanding invoices, Designer shall release two (2) hardcopy 8.5x11-inch (ANSI A-size) binder sets along with the full MUR package in CAD format.

## Project Understanding

### Scope of Services

#### PHASE 4

### Interior Construction Documents

Upon Client's written approval of Phase 3A, Designer shall commence with the Interior Construction Documentation phase. The purpose of this phase is to produce Interior Construction Documents and FF&E specification packages sufficient for final coordination, fabrication/procurement and installation of the interior spaces

#### Services

- Final coordination efforts with consultants.
- Provide the final completed Interior Construction Documents following the receipt of consolidated comments from Client from Phase 3.
- Designer's Construction Documentation shall be sufficient to convey the entire design intent, but it is intended (and required) that they be supplemented by the Project Architect and incorporated into their documents for bidding and construction purposes.
- Designer will fully dimension the internal spaces and design the internal layouts. The Project Architect will provide dimensioned architectural floor plans, dictating the type, thickness and tagging of all internal partition types. Specify loose furniture and furnishings for all Project Areas to be designed within Designer's scope, based on the approved FF&E selections and adjustments authorized by the Client in Phase 3, in accordance with Client's budget. These shall include lamps, sconces and decorative lighting, carpeting, fabrics, decorative accessories, etc.
- Provide final FF&E specifications for all Project Areas within Designer's scope. Specially designed or custom furnishings shall be fully specified, and will require additional detailed shop drawings and mock-ups/prototypes to be supplied by manufacturers for Designer's review and approval prior to fabrication.
- If Client elects to competitively bid those items specified as 'Proprietary' FF&E specifications, Designer reserves the right to charge for the creation of 'To Bid' FF&E specifications and/or for time required to review Bids as Additional Services billable at Designer's hourly rates specified herein. (Proprietary is defined as: designed and manufactured by others, in a running product line.)
- Assist in the selection of lighting switches, electrical outlet cover plates and sockets, air-conditioning grills, door handles, locksets, sanitaryware and fittings, decorative hardware, ironmongery, etc. It will be the Project Architect's responsibility to provide schedules, specifications and coordination of these items.
- Designer shall provide services for the selection of artwork and accessories through Designer's preferred vendors. All pieces shall be represented in slide or photo format and keyed to FF&E plans. Selection of artwork or accessories through outside vendors requested by the Client shall constitute Additional Services, billable at Designer's hourly rates specified herein.

#### Deliverables

- Interior Construction Documentation set:
  - Plans
    - Floor Plan/Dimension Plan
    - Reflected Ceiling Plan (RCP)
    - Floor Finish Plan
    - Furnishing Plan
    - Electrical & Data Location Plan
  - Interior Elevations & Details
  - Artwork locations indicated in plans & elevations.
  - FF&E Specifications:
    - Casegoods & Upholstery Specifications
    - Window Treatment Specifications
    - Wall & Floor Covering Specifications
  - Interior Architectural Finish Specifications:
    - Interior Architectural Finish Specifications
    - Specialty/Decorative Lighting Specifications
  - Schedules: Hardware/Ironmongery, Accessories, Artwork, etc..
- Provide one (1) set of documents in PDF format for Client's review and approval. Upon receipt of Client's approval and payment of all outstanding invoices, Designer shall release the Interior Construction Documents in CAD format and release one (1) electronic copy of the final specifications. Hard copies will be provided upon request and at an agreed upon fee as a reimbursable expense.

## Project Understanding

### Scope of Services

#### PHASE 5

### Bid/Award & Construction Administration

Designer shall assist the Client and Operator (if required) in the selection of contractors and/or vendors who will supply and/or build out the interior items. Upon commencement of the construction phase, Designer shall provide Construction Administration services as described below.

#### Services

- Mock-up Room Installation:
  - Work with the purchasing agent in the purchasing of MUR items.
  - Visit MUR, if requested during construction, to review and comment on progress of the interior fit-out work.
  - Conduct a final walk-through of the mock-up room for final approval. On the basis of the final approved mock-up and additional minor comments, Designer shall proceed with development of the remaining room types.
  - Review/respond to RFI's, submittals shop drawings, product data and samples/mock-ups/prototypes for compliance with design intent only.
  - Work with operator for the selections of OS&E and decorative accessories.
- Bid/Award
  - Review and comment on RFIs and other questions raised by the contractors and vendors preparing bids.
  - Evaluate Value-Engineering ("VE") options proposed by the contractors and/or vendors for conformance with design intent. Requests for re-design or re-selection of items shall be construed as Additional Services (Variation/Change Orders) and shall be billed separately at Designer's hourly rates or by separate lump sum fee(s).
- Site Visits:
  - Designer shall make a scheduled number of site visits to the Project site.
  - The purpose of site visits shall be to observe the progress and quality of the work within the scope of services in order to determine if the work is being generally performed in accordance with the design intent of the Interior Construction Documents. Designer's review and response to RFIs, submittals, shop drawings, product data, is not provided for the purpose of determining constructability, accuracy, quantities, completeness and dimensions, substantiating instructions for installation, or performance of equipment or systems.
- Review special finishes and the final placement of furnishings for Project Areas, including one (1) prototypical room unit of each configuration under Designer's scope as outlined in Appendix C in order to determine that FF&E are installed in accordance with Designer's documentation.
- Review/respond to RFIs, submittals, shop drawings, product data, and samples/mock-ups/prototypes for compliance with design intent only (not constructability).
- Designer shall coordinate with Client's purchasing agent and vendors on procurement of furnishings, fabrics, carpeting and decorative lighting. Designer shall approve strike-offs, finish samples and shop drawings for custom FF&E items prior to production
- Designer shall provide defects list of interior finish items and FF&E items for completed areas of the project.

#### Excluded Services

The following services are excluded from Designer's services and shall be provided by others:

- Project master planning
- Architectural design
- All engineering services (MEP, Structural etc.)
- Lighting design (except decorative lighting selections)
- Landscape design
- Acoustics & Audio-Visual consultancy
- Back-of-House ("BOH") planning
- Kitchen and laundry design and BOH equipment specifications
- Local government submittals, negotiations and approvals
- IT/POS Systems
- Fire & Life Safety services
- BOQ, Cost Consultancy and Quantity Surveying
- Translation services

#### Optional Services:

The following services are excluded from Designer's scope but can be provided, upon request from the Client, subject to additional fees:

- FF&E purchasing/procurement services
- Full-time, on-site representation

# Compensation

Design Fee & Payment Terms  
Appendices

**Compensation**

Design Fee & Payment Terms

<b>INTERIOR DESIGN + DOCUMENTATION FEES</b>		
PHASE 1	CONCEPT DESIGN	\$ 64,800.00
PHASE 2	SCHEMATIC DESIGN	\$ 72,900.00
PHASE 3A	DESIGN DEVELOPMENT	\$ 64,800.00
PHASE 3B	MOCK-UP ROOM	\$ 86,400.00
PHASE 4	CONSTRUCTION DOCUMENTATION	\$ 86,400.00
<b>INTERIOR DESIGN + DOCUMENTATION SUB-TOTAL</b>		<b>\$ 375,300.00</b>
ESTIMATED EXPENSES (Office, Travel, etc)		\$ 37,530.00
RENDERINGS (6 Renderings included in fee. Additional renderings upon request. \$3,000 per additional rendering and \$2000 for major updates.)		\$ 18,000.00
<b>TOTAL (PHASE 1-4)</b>		<b>\$ 430,830.00</b>

Phases of work may overlap based on the project conditions and therefore some area may be billed concurrently even though they may be in different phases of work.

<b>INTERIOR DESIGN + DOCUMENTATION FEES</b>		
PHASE 5	BID/AWARD + CONSTRUCTION ADMINISTRATION Billed at hourly rates not to exceed \$30,000 without prior approval.)	
<b>BID/AWARD + CONSTRUCTION ADMINISTRATION (ESTIMATE)</b>		<b>\$ 30,000.00</b>
<b>TOTAL (PHASE 1-5)</b>		<b>\$ 460,830.00</b>

CA Phase excludes designer's estimated expenses for site visits with associated out-of-office time as well as print, shipping and travel costs. These expenses are to be billed as reimbursable expenses.

<b>HOURLY RATES</b>		
POSITION	HOURLY RATE (USD)	DAILY RATE (USD)
PRINCIPAL	\$400	\$3,200
DESIGN DIRECTOR	\$250	
ASSOCIATE DESIGN DIRECTOR/PROJECT DIRECTOR	\$200	\$2,000
SENIOR PROJECT DESIGNER	\$150	
PROJECT DESIGNER ASSOCIATE DESIGNER	\$110	
ASSOCIATE DESIGNER	\$85	

## PAYMENT TERMS & CONDITIONS

1. **RETAINER:** Prior to commencement of Designer's services, Client shall pay a non-refundable mobilization fee equal to fifteen percent (15%) of the total fee. Such fee shall be applied against the last monthly payment(s) or applied against the remainder due in the event the project terminates prior to construction.
2. **TAXES:** All invoices are "net upon receipt", exclusive of any taxes, fees or levies not limited to withholding tax, VAT, sales tax, tariffs and duties, etc. that may be imposed by an outside agent. Designer's fees may not be reduced or deducted from on account of such taxes, fees or surcharges.
3. **PAYMENT:** If invoices are outstanding for more than thirty (30) calendar days from date of invoice, Designer reserves the right to suspend services until account is brought current. In the event Designer stops work due to late payment and the Client wishes to re-engage services, a re-mobilization fee will also be applied.
4. **BANK ACCOUNT:** All invoices shall be paid to Wilson's bank account as follows:

<b>Bank:</b>	<b>HSBC BANK USA N.A.</b>
<b>Bank Address:</b>	<b>95 Washington St., 4th Floor (South) Buffalo, NY 14203 USA</b>
<b>Credit:</b>	<b>Wilson &amp; Associates, LLC</b>
<b>Swift #:</b>	<b>MRMDUS33</b>
<b>ABA #:</b>	<b>021000021</b>
<b>ACH#</b>	<b>122240861</b>
<b>Account #:</b>	<b>827018916</b>

5. **VALIDITY:** This fee is based on a project design and documentation duration of twelve (12) months, and on an overall project schedule of twenty-eight (28) months from commencement date of Designer's services. If the scope of services changes or completion of these services is delayed or required to be extended beyond this date through no fault of the Designer, Designer shall be entitled to receive additional compensation for completion of the Project at Designer's then prevailing rates.

6. **INCLUDED EXPENSES:** The following expenses are included in Wilson's fee:

- A. **Office:** General in-office expenses including but not limited to long-distance telephone and conference calls, teleconferencing/video conferencing, etc.
- B. **Out-of-Office Time:** Designer's fee provides time for sixteen (8) out-of-office days. No credit shall be given for unused out-of-office days.

Additional days spent out of Designer's office on behalf of the Client shall be billed at a per diem rate of US\$3200 per person for directors and above, and US\$2000 per person for all other staff, plus associated travel and living expenses.

7. **REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to the total ID fee and shall be billed monthly at costs unless otherwise indicated. A fifteen percent (15%) handling cost will be assessed for all reimbursable expenses, excluding travel. The following to be considered as reimbursable expenses:

- A. **Office:** Expenses include but are not limited to reproduction/photocopying prints, mock up boards, sample boards, presentation materials, marketing materials, special modeling costs, express mail/delivery services, progress printing, prints for the Client, custom/specialty samples all of which will not be undertaken or performed without written Client's consent..
- B. **Travel:** Travel expenses are excluded from the total fee and shall be billed monthly at cost, including airfare, ground transportation, airport transfers, hotel lodgings and related expenses, meals and other reasonable out-of-pocket expenses..

Client shall be responsible for payment of airfare prior to Wilson's departure to attend meetings on Client's behalf. Travel time over five (5) hours duration shall be flown business class on Designer's preferred airline. If business class tickets are not available, the next standard shall be first class. Hotel accommodations shall be of international 5-star standard, unless otherwise agreed with Designer.

- C. **CGI Renderings:** CGI renderings requested by the Client shall be invoiced at US\$3500 each, invoiced as a reimbursable expense to be paid 100% in advance. Revisions shall be invoiced at US\$2000 per each revision to an original rendering.
- D. **Material Boards:** All material boards requested by the Client shall be invoiced at US\$1500 each, invoiced as a reimbursable expense to be paid 100% in advance

Compensation  
Payment Terms

8. **ADDITIONAL SERVICES:** The term "Additional Services" as used in this agreement refers to services of Designer beyond those specified herein, as well as services specifically identified as Additional Services. These include but are not limited to redesign of previously approved work, major revisions to the program and/or expansion of the Scope of Work (areas to be designed) beyond that listed in this Agreement, increase to the program areas, and acceleration of the project schedule or services.

A. All additional services shall be computed on flat hourly rates as follows:

HOURLY RATES		
POSITION	HOURLY RATE (USD)	DAILY RATE (USD)
PRINCIPAL	\$400	\$3,200
DESIGN DIRECTOR	\$250	
ASSOCIATE DESIGN DIRECTOR/PROJECT DIRECTOR	\$200	\$2,000
SENIOR PROJECT DESIGNER	\$150	
PROJECT DESIGNER ASSOCIATE DESIGNER	\$110	
ASSOCIATE DESIGNER	\$85	

*The above hourly rates are subject to change on an annual basis during the project term.*

B. Additional sub-consultants, should they be requested by Client, shall be billed to Client at a multiple of 1.15. Designer shall not hire any consultants without written approval of the Client.

## APPENDIX A: GENERAL CLAUSES

1. **PAYMENTS:** All sums payable hereunder shall be payable in United States dollars at Designer's corporate financial headquarters in Dallas, Dallas County, Texas, United States of America.
2. **CLIENT'S REPRESENTATIVE:** The Client shall appoint a key person to act, coordinate and communicate on the Client's behalf with respect to the Project. The representative shall be responsible for providing and coordinating all information from the Client, operator and other consultants, and communicating all decisions and approvals concerning Designer's documents in a timely manner to enable Designer to adhere to the agreed construction and deliverables schedule.
3. **PROJECT BRIEF & REQUIREMENTS:** Within two (2) weeks of commencement of Designer's services, the Client shall provide all relevant project information such as the Client's project brief, master construction schedule, overall budgets for the interior design work, contact list of all key consultants, fully developed architectural drawings on CAD, and the operator's technical and operational requirements including design briefs for all areas. Designer shall rely on these documents in developing the interior design and bears no responsibility for their accuracy, adequacy, or delays to the Project as a result of lack of required information.
4. **LANGUAGE & COMMUNICATION:** This Agreement may be translated into other languages by and for the convenience of the Client. In the event of any discrepancies or conflicts in the interpretation between the languages, the English language shall prevail. All written and oral communication between the Client, Designer, and project consultants shall be in English.
5. **CODE REQUIREMENTS:** The Client shall be responsible for providing all local code requirement information and securing all government approvals. The Client or his designated representative shall provide timely feedback on any area within Designer's Scope of Work that may impact code requirements or approvals.
6. **CHANGE OF INSTRUCTIONS/CONSULTANT:** Designer is not responsible for delays to the Project resulting from change of instructions, information, or approvals; change of operator, operator's briefs or design standards; or change of owner/client. Such changes constitute reasonable cause for delay in the performance of Designer's services. Under such circumstance the schedule for performance of Designer's services shall be equitably adjusted and Designer shall be entitled to receive additional compensation at the hourly rates stated herein or by a separate lump sum fee to be negotiated at the time of occurrence.
7. **APPROVALS:** Designer may request the Client to approve, in writing, any aspect of Designer's work within seven (7) working days of the request. If Client does not accept or reject the work within seven (7) days, the work shall be treated as accepted by Client for all purposes.
8. **INTENT OF DOCUMENTATION:** Drawings, specifications, other documents and electronic data shall be provided for design intent only, to enable the architect, engineers and other consultants to incorporate information as required into their construction documents and specifications for tendering and construction purposes. Manufacturers will provide shop drawings or prototypes for all custom furniture, fixture, millwork, etc. to be reviewed and approved by Designer for conformance with design intent. Client or purchasing agent will provide purchase orders to be reviewed by Designer for conformance with design intent. Designer is not responsible for numerical accuracy of purchase orders (quantities, dimensions, prices, etc.).
9. **LIMIT OF LIABILITY:** Designer's liability to Client or to any third party under this Agreement shall be strictly limited to the amount of fees Designer has actually received as compensation under this Agreement. Client agrees to defend, indemnify and hold harmless Designer from any liability in excess of the amount specified above.
10. **SPECIFICATIONS:** Designer's specifications are provided for design intent only and will convey information for products and their manufacturers. Designer shall not be responsible for infringements of copyrights or other intellectual property rights if Client chooses to have products made by third parties other than those specified by Designer. The Client shall be solely responsible for ensuring that any product provided does not violate the copyright or other intellectual property rights of any third party. Any approval by Designer of strike offs, finish samples and shop drawings prior to production shall not alter Designer's liability in this regard.
11. **ENGINEERING:** All necessary drawings and calculations for structural, building services and systems, false or hung ceilings, brackets, hooks or any devices or methods related to structural strength or bearing shall be provided by an engineer. Designer shall give necessary information on shapes, sizes, weights, etc., to be incorporated into the drawings to be prepared by such engineer.
12. **LIMITATIONS OF CONSTRUCTION/FABRICATION RESPONSIBILITIES:** Designer shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation; safety precautions and programs in connection with the work; acts or omissions of the contractors, sub-contractors, suppliers or any performing any of the work, or for the failure of any of them to carry out the work or to meet their schedules for delivery or completion in accordance with the contract documents.
13. **PERFORMANCE:** Designer is not responsible for the performance of any other party in the Project including the interior fit out contractor.

Compensation  
Appendices

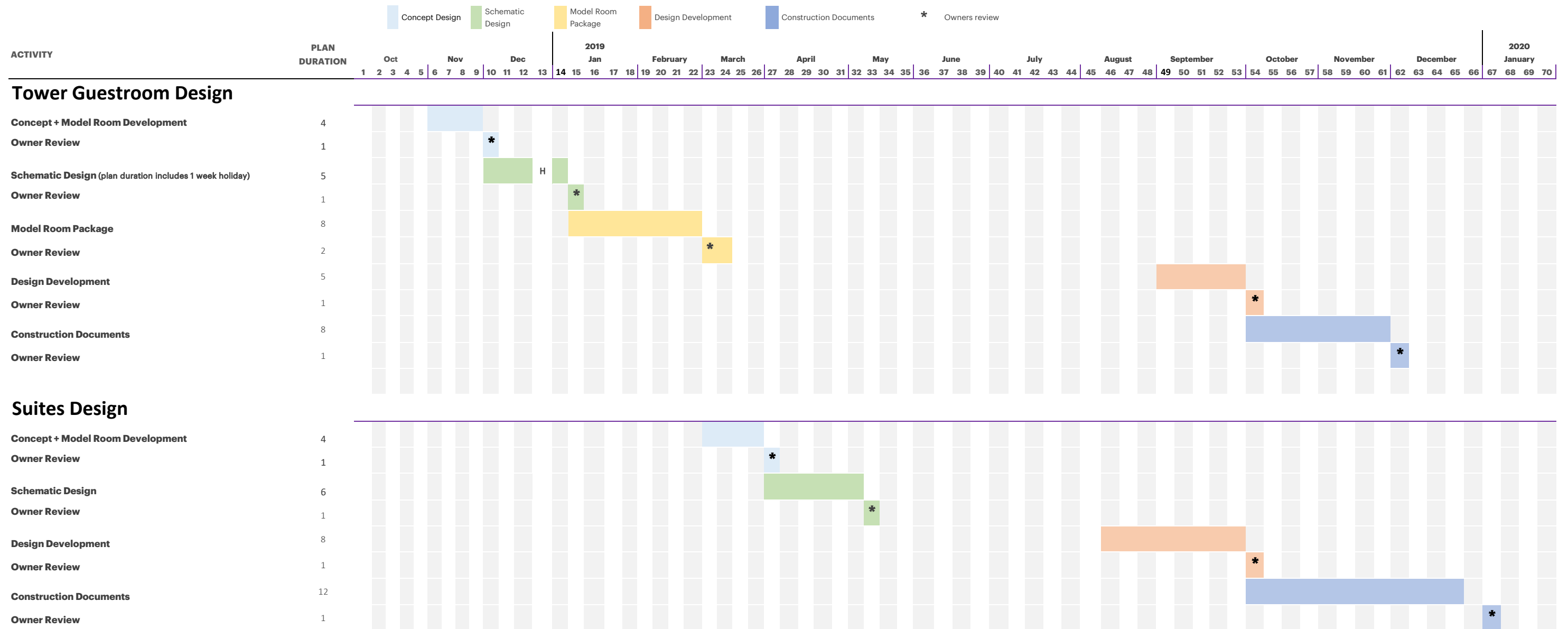
14. **LATE PAYMENT:** Interest at 1.5% per month shall accrue for any outstanding amount which is due for more than thirty (30) calendar days from date of the Designer's invoice. If any invoice is not paid within forty-five (45) calendar days from the date of invoice, Designer may (i) terminate this Agreement by delivery of written notice to Client; or (ii) suspend its services until full account is brought current. In the event Designer suspends its services and later recommences performing services on account of payment by Client, Designer's schedule will be adjusted accordingly and Designer will have no liability to Client or any third party on account of any delay or damage caused by such suspension. Suspension of work shall not affect the Designer's right to terminate the Agreement due to non-payment. Client understands that there may be a delay before the Designer is able to resume work if the Project is placed on hold for a significant amount of time.
15. **TERMINATION WITHOUT CAUSE:** This Agreement may be terminated by either party upon fourteen (14) days prior written notice. Upon such termination notice, the Client shall pay Designer for all work completed through the date of termination including all reimbursable expenses within thirty (30) days from the date of termination.
16. **ABANDONMENT:** In the event the Project is permanently abandoned or indefinitely suspended, the Client may terminate this Agreement upon fourteen (14) days prior written notice. Client shall pay Designer for all work completed through the date of termination including reimbursable expenses within thirty (30) days from the date of termination.
17. **RESUMPTION OF SERVICES:** Within ninety (90) calendar days of the Project's suspension, Client may request Designer to resume the Services herein, which shall be subject to Client's initial payment of a re-mobilization fee equal to five percent (5%) above and beyond the remaining balance of the original Agreement prior to commencement of Services. Requests for resumption of Services beyond ninety (90) days shall be renegotiated at Designer's then prevailing rates.
18. **FORCE MAJEURE:** Designer is not responsible for costs incurred by the Client as a result of any delay or failure to perform due to force majeure. The term "force majeure" shall include but not be limited to: "Acts of God" and other natural disasters such as earthquakes, floods, fires, hurricanes, tsunamis, droughts, etc.; wars (whether officially declared or not), invasions, hostilities, acts or threats of terrorism, explosions, riots, revolutions, embargoes, strikes, etc.; epidemics, quarantines, etc., which renders Designer unable to perform its duties and obligations under this Agreement. If force majeure prevents Designer from performing its duties beyond 180 days, Designer has the right to terminate this Agreement upon written notice to the Client and shall be entitled to receive full compensation for work completed and reimbursable expenses incurred through the termination date.
19. **OWNERSHIP AND USE OF DOCUMENTS:** The drawings, specifications, other documents and electronic data prepared by Designer are to be used solely with respect to the Project. Designer shall be deemed to be author and owner of all drawings, specifications, other documents and electronic data (including specifically any custom designed furniture) and shall retain all common law, statutory and other reserved rights including copyrights in such materials. Upon execution of this Agreement, Designer grants to Client a nonexclusive license to reproduce and use Designer's drawings, specifications and other documents and electronic data solely for purposes of constructing, using and maintaining the Project. Termination of this Agreement by Designer for non-payment of Designer's invoices or other good cause shall terminate Client's license.
20. **MARKETING & PROMOTION:** Designer shall have reasonable access to the Project to photograph the interiors for use in Designer's marketing materials. Designer's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Designer in writing of the specific information considered by the Client to be confidential or proprietary. Client shall provide copies of all professional photography obtained by Client to Designer for marketing purposes. All promotional materials associated with the Project shall identify "Wilson Associates" as the interior designer.
21. **ASSIGNMENT, ENTIRE AGREEMENT, AMENDMENTS:** Neither party may assign this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed; provided that the assignee shall assume, in writing, all the assigning party's obligation under this Agreement. Unless the parties agree otherwise, the assigning party shall remain jointly and severally liable with the assignee for the payment and performance of all the assigning party's obligations under this Agreement after any assignment. This Agreement contains the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, negotiations or understandings, whether written or oral. No amendment or other modification of this Agreement shall be effective unless executed in writing by the party to be bound thereby
22. **GOVERNING LAW:** It is the intention of the parties that the laws of the state of Texas determine the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. Further, the parties agree that any action or claim brought before a court or any forum by a party to enforce a provision of the agreement or to recover damages arising out of the Agreement shall be brought only in a court or other forum located within the state of Texas.

END OF APPENDIX A

**Design Schedule**

Phases & Delivery

# Hilton Anatole



# Certificate of Liability Insurance

Facsimile

Certificate of Liability Insurance  
Facsimile

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/10/2018			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Roach Howard Smith & Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231		CONTACT NAME: Stacie Rand PHONE (A/C No. Ext): (972) 744-2729 FAX (A/C No): (972) 744-2829 E-MAIL ADDRESS: srand@rhsb.com					
INSURED Wilson & Associates LLC  3811 Turtle Creek Blvd Dallas TX 75219-4419		(214) 521-6753		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Continental Casualty Co		NAIC # 20443			
		INSURER B: Valley Forge Ins Co		20508			
		INSURER C: Continental Insurance Company		35289			
		INSURER D:					
		INSURER E:					
		INSURER F:					
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> Cert ID 41983		<b>REVISION NUMBER:</b>			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
NSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6014183877	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6014183880	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			6014183894	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The general and auto liability policies include a blanket automatic additional insured endorsement/provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy contains a special endorsement/provision with "primary additional insured" wording. The general, auto, and umbrella liability policies include a blanket automatic waiver of subrogation endorsement/provision that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Excess Follow Form Liability only, if: the Named Insured has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
For Information Purposes Only Confers no rights to holder				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

<b>DESCRIPTION OF OPERATIONS SECTION CONTINUED</b>		DATE 07/10/2018
<b>CERTIFICATE HOLDER:</b> For Information Purposes Only Confers no rights to holder		<b>INSURED:</b> Wilson & Associates LLC  3811 Turtle Creek Blvd Dallas TX 75219-4419
<b>DESCRIPTION OF OPERATIONS CONTINUED:</b> any other insurance available; Underlying Insurance includes that person or entity as an additional insured; and Underlying Insurance provides coverage on a primary and noncontributory basis as respects that person or entity; then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.		

# Additional Information

Exceptions to Contract  
Signed Forms

## **Attachment C Architect Contract B101**

### Exceptions to Contract

Wilson Associates has read the sample contract provided with the RFP as Attachment D. We are very familiar with the AIA B101 Contract form and it's intention to hold a contract for Architectural projects and not Interior Design nor FF&E Design Projects. Therein are a few items that we would like to discuss, such as the insurance premiums, indemnity and warranty. In our experience, these are terms that our collective teams can reach agreement on and we see no problem with moving forward.

Items for discussion:

#### **§ 2.5 Insurance Requirements**

Wilson Associates does carry commercial liability Insurance, and our general certificate of liability insurance has been provided. We would like to discuss some of the minimum insurance coverages requested, as we believe them to be excessive and not in proportion to the fees for services provided.

#### **§ 3.2 Schematic Design Phase Service**

These sections apply to Architecture, and not Interior Design Services.

#### **§ 3.3 Design Development Phase Services**

These sections apply to Architecture, and not Interior Design Services.

#### **§ 3.4 Construction Documents Phase Services**

These sections apply to Architecture, and not Interior Design Services.

#### **Article 6 Cost of the Work**

The Cost of owner's work is based on estimates.

#### **§ 10.5 INDEMNITY**

This will require further dialog at the appropriate time but we trust we will come to mutually agreeable terms.

#### **§ 10.8.2 Use of Owners Name**

This section references "Crow" and "Crow Holdings".

#### **RFP General Instructions Section III**

Wilson Associates cannot warrant any system, products and/or services outlined in the RFP or this proposal

**ATTACHMENT B  
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (“**Agreement**”) is made as of September 18, 2019 (“**Effective Date**”), by FIRM NAME (“**you**”), with offices at STREET, CITY, STATE, ZIP, for the benefit of Hilton Worldwide, Inc., (“**HWI**”) with offices at 7930 Jones Branch Drive, McLean, VA 22102, and its subsidiaries, affiliates, partners, and joint ventures and each of their officers, directors, agents and employees (collectively, “**Hilton**”).

**WHEREAS** in connection with discussions and meetings between you and Hilton regarding the exploration of a possible contractual relationship or other agreement utilizing your and/or Hilton's products and/or services for work performed at Hilton Anatole (together, the “**Concept**”), Hilton may disclose or permit you access by which you obtain certain documentation and information which Hilton considers and/or which you should consider proprietary and confidential to Hilton; and

**WHEREAS**, you understand and agree with Hilton's desire and requirement that such documentation and information be maintained in confidence, that it shall be used solely for Hilton's business purposes and shall not be used in any way in competition with the business purposes of Hilton, and that any disclosure or competing use thereof would cause irreparable harm to Hilton.

**NOW, THEREFORE**, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby covenant and agree as follows:

1. In reliance upon your acknowledgments, agreements, covenants and indemnities herein, Hilton may from time to time furnish, or has previously furnished, to you without warranty or representation of any kind, or you may develop during the term of your engagement with Hilton, financial, sales, marketing, or other reports, analyses, records, data, computer programs or output, object code, source code, software development methods, user manuals, applications, applets, forms, source documentation, system documentation, user documentation, training materials, executable modules, contract or license materials, technique, process, formula, developmental or experimental work, work in process, trade secrets, customer information or lists, vendor information, employee information, advertising plans, competitive strategy, pricing, technology or business plans, formulas, patterns, compilations, devices, methods, techniques, processes, instructional methods, manufacturing processes, databases, know-how, inventions, or other material, both oral and written, developed by Hilton and/or others, which Hilton considers or which you should consider proprietary and confidential to or of independent economic value to Hilton, actual or potential, regardless whether otherwise protectible under any law, and regardless of protections, markings or dissemination (“**Confidential Information**”). Unless otherwise specified by duly-authorized officers of Hilton or excluded pursuant to the terms of this Agreement, all Confidential Information discussed, disclosed, or in any way provided by Hilton or otherwise obtained or developed by you in connection with the Concept will be considered proprietary and confidential to Hilton, and the restrictions herein are mutually agreed to be and shall be deemed to constitute reasonable efforts to maintain its confidentiality.

2. You shall treat all Confidential Information provided by Hilton or obtained or developed by you as proprietary to Hilton and confidential. You will not disclose or permit inevitable disclosure of such Confidential Information, and you shall be solely and directly responsible for all persons who obtain Confidential Information by or through you (including without limitation your affiliates, subsidiaries and partners and their employees, officers or directors, contractors or subcontractors, or legal and financial representatives) (collectively, “**your parties**”). You will not otherwise permit such Confidential Information to be available or accessible, stored electronically or otherwise, published, distributed, transmitted or

delivered in any form whatsoever to anyone else. Without limitation to your obligations, all Confidential Information will be safeguarded with the highest degree of care to avoid disclosure, and shall be preserved bug and virus free. You will not allow or permit any such Confidential Information to be knowingly or negligently misappropriated or used (directly or indirectly, by independent research, reverse engineering, decompiling or otherwise) by you or your parties for their own benefit or for the benefit of others, except in conjunction with discussions and meetings between Hilton and you and agreements or actions arising therefrom or related thereto. All use of Confidential Information or other information and all derivations thereof or inventions arising from or related to the Concept shall be and inure solely to Hilton's right, title, interest and benefit (including all intellectual property rights or interests relating thereto or arising therefrom, worldwide and in perpetuity, in all media now known or hereafter developed), and in no event will you permit Confidential Information to be used by any person in competition with or to the detriment of Hilton.

3. Notwithstanding the above, portions of such documentation and information will not be deemed Confidential Information, to the extent a duly-authorized court holds that such portions were already known to you as of the Effective Date.

In the event that Contractor may obtain or have access to Personal Information, Contractor, its employees and agents agree to be bound by and comply with the following obligations: (1) to abide by and comply with the Terms and Conditions of the Hilton Worldwide, Inc. Privacy and Data Protection Policy (the “**Policy**”) set forth at <http://www.hiltondistribution.com/privacyanddataprotectionpolicy.htm>, as such Policy may be amended from time to time; (2) to hold and protect all Personal Information in strict confidence and maintain its confidentiality; (3) to adopt, implement, maintain and comply with reasonable safeguards, security procedures and practices (which must comply, at a minimum, with PCI Standards as well as other standards identified in the Policy) to prevent the unauthorized access, destruction, modification, use or disclosure of Personal Information; (4) not to use or disclose Personal Information for any purpose other than as specifically directed by Owner and/or Hotel; (5) to notify Owner and/or Hotel immediately whenever Personal Information has been, or Contractor reasonably believes or suspects that it has been, acquired, destroyed, modified, used, disclosed or accessed by any person in an unauthorized manner or for an unauthorized purpose; and (6) to restrict access to Personal Information to those persons who have a need to know for purposes of providing goods or services to Owner and/or Hotel. Contractor acknowledges and agrees it has had the opportunity to view the Policy and it agrees to be bound by the Policy as it may be amended from time to time. The Parties hereby acknowledge and agree that the Policy, including its Terms and Conditions, as amended from time to time, is hereby incorporated herein and forms a part of this Agreement as if the entire text of the Policy was set forth herein. In the event of a conflict between the terms of this Agreement and the Policy, the Policy shall control. Any amendment to the Policy shall be posted at the foregoing URL, or another URL of which Owner and/or Hotel has provided Contractor notice. Contractor acknowledges and agrees that Contractor's continued performance of Services on Owner and/or Hotel's behalf after the posting of such an amendment shall constitute Contractor's assent to such amendment and agreement to be bound by same.

4. Nothing contained in this Agreement will be construed as granting or conferring any intellectual property, patent, copyright, trademark, trade secret, or any other proprietary rights by license or otherwise, expressly, implied, or otherwise, for any trademark, trade name, logo, logotype, invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement. All such rights shall be, become and remain the sole property of Hilton. You acknowledge and agree that your work, and the work of anyone who may assist you (the “**Work**”) is being specially ordered by Hilton, that anything you invent belongs to Hilton, and that the Work shall constitute a “work made for hire” for Hilton, each under all relevant copyright, patent and other intellectual property laws. If, for any reason, pursuant to any relevant employment, copyright, patent, artists rights or other intellectual property laws, the Work or any element thereof shall be deemed not to be an invention belonging to Hilton or a work made for hire for Hilton, you agree that this Agreement shall constitute an irrevocable, perpetual assignment to Hilton and its

Attachment B  
Confidentiality and Nondisclosure Agreement

successors and assigns of any and all right, title and interest in and to the Work under any such relevant copyright, patent and other intellectual property laws, including but not limited to any and all worldwide patents, copyrights and renewals, extensions and restorations thereof. You hereby transfer, convey, and assign to Hilton and its successors and assigns all intellectual property rights, other than those already existing in Hilton under any relevant copyright, patent and other intellectual property laws, in and to all elements of the Work, throughout the world, and in any language, including but not limited to any and all patent rights, rights of inventors and trademark rights. You hereby waive any so-called "droit moral" rights, "moral rights of authors," and all other similar rights however denominated throughout the world. You will, upon Hilton's request, execute, acknowledge, deliver and/or record such additional documents as Hilton may deem necessary to evidence and effectuate Hilton's rights hereunder. You hereby grant Hilton the right, as your attorney-in-fact, to execute, acknowledge, deliver and record in the U.S. Copyright, Patent and Trademark Offices or elsewhere, any and all such documents that you fail to execute, acknowledge, deliver, and record. Hilton will have the right to use, at its option and in its sole discretion, your name, likeness, and biographical information to promote and advertise the Project or any other use of the Work. You acknowledge that Hilton will not be obligated to exercise any of the rights granted to Hilton herein or make any use of the Work. You represent and warrant that (a) you have the power and authority to enter into and to fulfill the terms of this Agreement and to grant the rights described herein; (b) you have not entered and will not enter into any confidentiality or other agreement or activities that will or might interfere or conflict with the terms hereof and you do not have any exclusivity commitment with any Hilton competitor or any other third party that would be violated by the terms hereof; (c) the Work and all other materials presented to us is and will be wholly original with you and not copied in whole or in part from any other work except materials in the public domain or supplied to you by Hilton, (d) neither the Work or other such materials nor the use thereof infringes upon or violates any right of privacy or publicity of, or constitutes libel, slander or any unfair competition against, or infringes upon or violates the copyright, trademark rights or other intellectual property rights of or confidentiality or other agreements with any person or entity; (e) you will not disclose, use or otherwise incorporate in any discussions, meetings, or any component thereof, any materials or information of a Hilton competitor of any other third party; and (f) if you have provided, are providing or will provide services to any Hilton competitor, you will ensure that all persons performing such services to a Hilton competitor and all Work produced for a Hilton competitor is strictly segregated from the services you perform and the Work you create for Hilton.

5. You will not issue or permit any media release or public comment regarding the discussions, the Concept or the Confidential Information without the prior written consent of Hilton.

6. The confidentiality requirements, covenants, agreements and indemnity obligations of this Agreement will survive any termination of this Agreement.

7. If you or any of your parties are served with a subpoena or other process requiring the production or disclosure of Confidential Information, then the person or entity receiving such subpoena or other process, before complying with such subpoena or other process, shall immediately notify Hilton of same and permit Hilton a reasonable period to intervene and contest disclosure or production, at your sole cost and expense in the event such subpoena or process arises from or relates to the actions of you, your parties or persons or entities for whom you or they are responsible, in which event you shall hold Hilton harmless from and against all such cost and expense.

8. Nothing in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to disclose any Confidential Information or continue such discussions or meetings, make any payment or reimbursement of any kind (including without limitation broker's, finder's, consultant's, advisor's or any other fees or charges), or to engage in or enter into any business relationship, contract or future dealings between the parties, or (b) limit Hilton's right to enter into similar discussions or perform similar work to that undertaken pursuant hereto by itself, with affiliates or

subsidiaries, or with any other persons or entities. Hilton (and each employee, representative, or other agent of Hilton) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Hilton relating to such tax treatment and tax structure.

9. You may not assign or otherwise transfer any of your rights or obligations under this Agreement to any third party without the prior written consent of Hilton. No permitted assignment shall relieve you of your obligations hereunder. Assignment includes assignment, encumbrance or transfer of any kind of all or any rights or obligations arising hereunder or pursuant hereto. Any assignment in violation of this Agreement shall be deemed null and void.

10. You hereby represent, warrant and certify to Hilton that you have authority to enter into this Agreement and lawfully receive the disclosures contemplated hereby under all international, national, state and local laws, including without limitation all U.N. resolutions, national treaties, ordinances, regulations, and executive orders.

11. This Agreement constitutes the entire agreement and understanding of Hilton and you with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings, whether written or oral, relating thereto. This Agreement may not be modified except by Hilton's duly-authorized prior written agreement. If any portion of this Agreement is held to be unenforceable, the remainder of the Agreement shall still be enforced in accordance with its terms. All disputes concerning, related to, or arising out of the relationship created by this Agreement shall be governed by the law of the state of New York, without regard to its choice of law principles.

12. You hereby agree to indemnify, defend and hold Hilton harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages or expenses of any kind (including attorneys' fees and expenses) incurred or suffered by Hilton arising from or in connection with this Agreement, including without limitation unauthorized use or disclosure of the Confidential Information in violation of this Agreement, and negligent or intentional acts or omissions in the performance of this Agreement by you or your parties or persons to whom such persons reveal Confidential Information.

13. You acknowledge the unique and proprietary nature of the Confidential Information, and agree that in the event of a breach hereof, in all likelihood Hilton will suffer great and irreparable injury, Hilton's remedies at law will be inadequate, and Hilton shall therefore be entitled to equitable relief (including without limitation injunctive relief, specific performance or other equitable remedies) in addition to all other remedies provided hereunder or available at law.

IN WITNESS WHEREOF, you have executed this Agreement as of the Effective Date.

CONTRACTOR Wilson & Associates, LLC

a (enter state where registered and entity type) DELAWARE

By: Beth Campbell  
(sign here)

Name: Beth Campbell

Its: C.E.O

Authorization Form  
Authorization and Acknowledgement

**AUTHORIZATION AND ACKNOWLEDGEMENT**

[detach, sign and return with completed RFP]

I, (Name) Beth Campbell, an authorized representative of (Company) Wilson Associates (the "Respondent"), submitting a proposal in response to this RFP, have read and fully understand the terms of the RFP (including but not limited those general terms and conditions set forth in Section III of the RFP).

Signature:   
(Sign on line above)

Name (Print): Beth Campbell

Title: CEO

Company: Wilson Associates

Phone: 1-323-651-3234

Date: 9-19-2019

*The Hilton Code of Conduct restricts the ability of our officers and employees, at any time of the year, to accept gifts or other business courtesies. This prohibition applies to gifts from any person or firm having or seeking a business relationship with Hilton or any agent of such a person or firm.*

*While it is recognized that both giving and receiving of such gifts, especially during Christmas Holidays, might be considered proper and innocent, such a practice might be misconstrued by persons only partially informed and may prove to be embarrassing to both parties. More important, the discharge of responsibilities in an objective manner is difficult enough, and the acceptance of such gifts can only serve to make the task more difficult.*

*Accordingly, you are requested to refrain from offering gifts to any of our employees. Your cooperative spirit in complying with this request will enhance our business relationship and prevent expense and effort on your part and ours.*



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