

**PROFESSIONAL ARCHITECTURAL DESIGN SERVICES AGREEMENT  
FOR  
LAKE PARK TOWN HALL BUILDING PRESERVATION  
AND COMPLIANCE IMPROVEMENTS PROJECT**

**Dated this 06<sup>th</sup> day of August, 2025**

**PROFESSIONAL SERVICES**

This Professional Architectural Design Services Agreement between the Town of Lake Park, a Florida municipal corporation ("TOWN"), and TFH Architectural Services, LLC, a Florida S-Corporation ("CONSULTANT"), is pursuant to the Architectural Services RFQ #114-2025 issued by TOWN on June 02, 2025.

**PROJECT BACKGROUND**

The Agreement provides for Professional Architectural Design Services for Historic Preservation improvements to the Town Hall building, including design an accessible entrance to the TOWN's commission chambers from the north, and design the replacement of entry doors and three (3) windows on the exterior of Town Hall. The replacement one of the existing doors is intended to be part of the new accessible route from the west parking lot to the north side of Town Hall. The 3 windows are arched windows original to the building and are centered on the second floor and face south.

**SPECIFIC SCOPE OF SERVICES**

**The Scope of Services to be provided by CONSULTANT will be as follows:**

**Task 1: Evaluate Existing Conditions**

CONSULTANT will meet with TOWN representatives on-site to discuss the TOWN's goals for the project. Through discussion, Q+A and photographs, it is anticipated that CONSULTANT will be given a full and accurate description of the Town's objectives.

Meetings anticipated during this task:

One (1) meeting with staff: One on-site to review scope, and discuss project with TOWN staff.

Deliverable: None.

**Task 2: Obtain Limited Existing Topographic Data Along the Proposed Accessible Route**

CONSULTANT will utilize a professional land surveyor to obtain existing topographic data along the proposed accessible route. A partial site plan showing the east edge of the west parking lot; the outline of Town Hall's northern edge (including the porch in the NE corner; a line of elevation points 10-feet north of Town Hall; and the identification of structures that could inhibit the construction of the accessible route.

Meetings anticipated during this task:

One (1) meeting with staff: One on-site to discuss with TOWN Staff any anomalies in the survey findings.

Deliverable: CONSULTANT will provide CAD site base plan and PDFs with topographic survey data points as described above.

### **Task 3: Estimate Schedule for the Project's Design Phase**

CONSULTANT will deliver to the TOWN a PDF document that outlines the anticipated schedule for the design phase of the project.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments of the proposed project design schedule with Town staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDF project schedule for review by the TOWN.

### **Task 4: Conceptual Design Drawings for Review and Approval**

CONSULTANT will deliver to the TOWN a set of PDF documents that are conceptual and preliminary in nature.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments with TOWN staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs drawings for review by the TOWN as they deem necessary and for their general use and distribution.

### **Task 5: 50% Construction Documents for Review and Approval**

CONSULTANT will deliver to the TOWN a set of PDF documents that are at least 50% complete and ready for a preliminary review and discussion with TOWN staff.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments with TOWN staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs drawings for review by the TOWN as they deem necessary and for their general use and distribution.

### **Task 6: Final Construction Documents for Review and Approval**

CONSULTANT will deliver to the Town a set 100% Architectural Design Plans in PDF format that are ready for bidding, permitting and construction

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any final review comments with Town staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs for review, and final electronically signed and sealed PDFs for the Town's use in permitting and General Contractor solicitations.

### **ADDITIONAL SERVICES**

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

- Additional site visits
- Additional submittals and/or reviews requested by the TOWN
- Additional exhibits requested by the TOWN
- Development of architectural renderings
- Scope additions to that outlined herein that have not been listed above

### **PERFORMANCE SCHEDULE**

CONSULTANT and the TOWN will agree on a mutually beneficial project schedule. The following is proposed by the CONSULTANT.

Task 1 Evaluate Existing Conditions	1 week following Notice to Proceed (NTP)
Task 2 Limited Topographic Survey	2 weeks following Notice to Proceed (NTP)
Task 3 Estimate Design Phase Schedule	3 weeks following Notice to Proceed (NTP)
Task 4 Conceptual Design	5 weeks following Notice to Proceed (NTP)

#### **TOWN review and comment period**

*TOWN will review expeditiously.*

Task 5 50% Construction Documents	3 weeks following receipt of review comments
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#### **TOWN review and comment period**

*TOWN will review expeditiously.*

Task 6 Final Construction Documents	3 weeks following receipt of review comments
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### **METHOD OF COMPENSATION**

CONSULTANT will perform the services in Tasks 1 - 6 on a lump sum fee plus expense basis plus expenses as shown below.

Task 1 Evaluate Existing Conditions	\$	500.00
Task 2 Limited Topographic Survey	\$	4,000.00
Task 3 Estimate Design Phase Schedule	\$	400.00
Task 4 Conceptual Design	\$	3,500.00
Task 5 50% Construction Documents	\$	7,500.00
Task 6 Final Construction Documents	\$	\$11,000.00
Project Management	\$	2,500.00
Expense Costs NTE	\$	500.00
<b><u>Total Project Lump Sum</u></b>	<b>\$</b>	<b><u>29,900.00</u></b>

### **ADDITIONAL DOCUMENTATION**

As requested by the TOWN, the following supplemental documents are attached to this proposal:

1. The Historic Preservation Resume for architect Timothy F. Hulihan, a member of our consulting team whose firm, TFH Architectural Services, LLC, will be principally responsible for the architectural services described in the proposal.
2. The Governmental Facilities Resume for architect Timothy F. Hulihan, and TFH Architectural Services, LLC
3. Should additional documentation or clarification be desired, TFH Architectural Services, LLC will provide additional information upon request.

### **GENERAL PROVISIONS**

CONSULTANT will not exceed the total lump sum fee shown without authorization from the TOWN. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

For additional work assignments that are agreed to be billed hourly, the following Labor Rates will apply.

Classification: 2025 Labor Rates:

- Sr. Architect / Principal: \$ 250.00 per hour
- Architect: \$ 175.00 per hour
- CAD Designer / Drafter: \$ 120.00 per hour
- Clerical: \$ 85.00 per hour

All expenses will be reimbursed on a direct-cost basis. Vehicle travel outside of Palm Beach County will be reimbursed at a rate of 55-cents per mile.

If unforeseen circumstances, or changes to previously approved work, create the need for work beyond the scope proposed herein, additional time shall be allotted to complete the affected tasks, and additional fees in accordance with the rates for hourly services shall apply. CONSULTANT will notify TOWN in writing prior to proceeding with changes in the project scope, and obtain TOWN's approval in writing before commencing.

TOWN's experience with, and understanding of, Architectural Services recognizes the follow as consistent and agreeable terms and conditions:

1. CONSULTANT shall rely on information transmitted to him by TOWN or their consultants as being accurate, and shall not be liable for decisions based on those assumptions.
2. It is understood that this is a contract for architectural services only, and CONSULTANT is not a construction company and will, therefore, not be installing, repairing, replacing, or renovating building materials or components.
3. CONSULTANT shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this contract. Changes made necessary by newly enacted laws, codes and regulations after the agreement date shall entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Contract.

4. The project will be reviewed under the current locally adopted version of the Florida Building Code (FBC). Compliance with any other codes or standards will be considered Additional Services.
5. It is understood that professional certification of CONSULTANT work effort is attached to all limits of liability established by Florida Statutes.
6. Post-construction certification of The Project cannot be done unless a commiserate level of construction observation is requested and paid for by TOWN. If said certification is requested in the absence of adequate construction observation, it will be necessarily limited in scope to exclude all work concealed from view, and will be considered an Additional Service.
7. Payment for services shall be as stated herein and will be invoiced monthly based on the work performed. Invoices shall be due and payable upon receipt of invoice. Invoices past due 30 days will be surcharged 1-1/2% per month on the unpaid balance.
8. Work will cease on any project with invoices 60 days past due. CONSULTANT will not be held liable for any damages resulting from the delay of The Project due to work which is stopped due to delinquent payment.
9. TOWN shall make no claim for professional negligence, either directly or by way of a cross complaint against TFH Architectural Services, LLC, or Timothy F. Hulihan, herein referred to as CONSULTANT, unless TOWN has first provided The Architect with a written certification executed by an independent Florida Registered Architect practicing architecture in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an architect performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to CONSULTANT not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
10. This agreement can be terminated by either party without cause via written notification of such intentions. Upon receipt of termination, CONSULTANT will finalize all work in progress within 5 working days. TOWN agrees by virtue of this agreement and the issuance of a written termination that CONSULTANT is due all fees earned prior to the receipt of termination letter.
11. The Client agrees to limit CONSULTANT's liability for services (including additional or optional services agreed to in the future) performed under this agreement to the amount of \$5,000.
12. This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.  
  
With this sponsorship comes compliance requirements applicable to State Resources; the compliance requirements may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <http://apps.fldfs.com/fsaa/>.
13. *The Contractor may not discriminate against any employee under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.*

Professional Architectural Design Services for the Small Matching Grant Funded Project with the Division of Historical Resources for the Building Preservation and Compliance Improvements to Lake Park Town Hall for an Agreement amount of \$29,900.00

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
*Roger Michaud Mayor Date*

**ATTEST**

By: \_\_\_\_\_  
*Vivian Mendez – MMC  
Town Clerk*

\_\_\_\_\_  
*Date*

**TOWN ATTORNEY**

By: \_\_\_\_\_  
*Thomas Baird  
Jones Foster, PA*

\_\_\_\_\_  
*Date*

**TFH Architecture Services, LLC**



Timothy F. Hullihan, President

Date: August 01, 2025